

**UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

SEARS HOLDINGS CORPORATION, *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-23538-RDD

Jointly Administered

**DECLARATION OF KIMBERLY BLACK IN SUPPORT OF  
DEFENDANT’S MOTION TO ENFORCE ORDER (I) APPROVING THE ASSET  
PURCHASE AGREEMENT AMONG SELLERS AND BUYER, (II) AUTHORIZING  
THE SALE OF CERTAIN OF THE DEBTORS’ ASSETS FREE AND CLEAR OF  
LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (III) AUTHORIZING THE  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND  
LEASES IN CONNECTION THEREWITH AND (IV) GRANTING RELATED RELIEF**

I, Kimberly Black, declare under penalty of perjury as follows:

1. I am an attorney duly admitted to practice in the State of New York, and I am an associate of the law firm Cleary Gottlieb Steen & Hamilton LLP (“Cleary Gottlieb”), counsel for

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

Transform SR Brands LLC and certain of its affiliates (collectively “Transform”). I respectfully submit this declaration in connection with the *Defendant’s Motion to Enforce Order (I) Approving the Asset Purchase Agreement Among Sellers and Buyer, (II) Authorizing the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts, and Leases in Connection Therewith and (IV) Granting Related Relief*, filed contemporaneously herewith.

2. Attached hereto as Exhibit A is a true and correct copy of the complaint filed on November 19, 2020 in *Arney v. Electrolux Home Products Inc. et al.*, Case No. 2020 L 012403 (Il. Cit. Ct. 2020) (the “Illinois Action”).

3. Attached hereto as Exhibit B is a true and correct copy of *Defendant Transform SR Brand LLC’s 735 ILCS 5/2-619.1 Motion to Dismiss Plaintiff’s Complaint* filed in the Illinois Action on May 19, 2021.

4. Attached hereto as Exhibit C is a true and correct copy of *Plaintiff’s Motion for Continuance of Defendant’s Motion and Permit Discovery* filed in the Illinois Action on June 23, 2021.

5. Attached hereto as Exhibit D is a true and correct copy of *Defendant Transform SR Brand LLC’s Response to Plaintiff’s Motion for Discovery* filed in the Illinois Action on June 23, 2021.

6. Attached hereto as Exhibit E is a true and correct copy of the order entered in the Illinois Action on June 23, 2021 granting plaintiff’s request to conduct discovery.

7. Attached hereto as Exhibit F is a true and correct copy of an email thread between the counsel for Transform in the Illinois Action, the Honorable Judge O'Hara of the Circuit Court of Cook County, and counsel for the plaintiff in the Illinois Action, as of June 23, 2021.

8. Attached hereto as Exhibit G is a true and correct copy of *Interrogatories Related to Defendant's Motion to Dismiss Directed to Defendant, Transform SR Brands LLC, Individually and d/b/a Sears* issued to Transform in the Illinois Action on June 30, 2021.

9. Attached hereto as Exhibit H is a true and correct copy of *Request for Production Related to Defendant's Motion to Dismiss Directed to Defendant, Transform SR Brands LLC, Individually and d/b/a Sears* issued to Transform in the Illinois Action on June 30, 2021.

Executed on July 13, 2021 in New York, New York.

Respectfully submitted,

/s/ Kimberly Black  
Kimberly Black  
CLEARY GOTTlieb STEEN & HAMILTON LLP  
One Liberty Plaza  
New York, NY 10006  
Telephone: (212) 225-2000  
Facsimile: (212) 225-3999

**EXHIBIT A**



**Service of Process  
Transmittal**

12/07/2020

CT Log Number 538699933

**TO:** Legal Operations B6-260b  
Sears Holdings Corporation  
3333 BEVERLY RD  
HOFFMAN ESTATES, IL 60179-0001

**RE: Process Served in Illinois**

**FOR:** TRANSFORM SR BRANDS LLC (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Diana M. Arney, Pltf. vs. Electrolux Home Products, Inc., et al., Dfts. // To:  
Transform SR Brands LLC, etc.

**DOCUMENT(S) SERVED:** -

**COURT/AGENCY:** None Specified  
Case # 2020L012403

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Chicago, IL

**DATE AND HOUR OF SERVICE:** By Process Server on 12/07/2020 at 10:28

**JURISDICTION SERVED :** Illinois

**APPEARANCE OR ANSWER DUE:** None Specified

**ATTORNEY(S) / SENDER(S):** None Specified

**ACTION ITEMS:** CT has retained the current log, Retain Date: 12/07/2020, Expected Purge Date:  
12/12/2020  
  
Image SOP  
  
Email Notification, Transform Legal legalint@transformco.com

**REGISTERED AGENT ADDRESS:** C T Corporation System  
208 South LaSalle Street  
Suite 814  
Chicago, IL 60604  
877-564-7529  
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

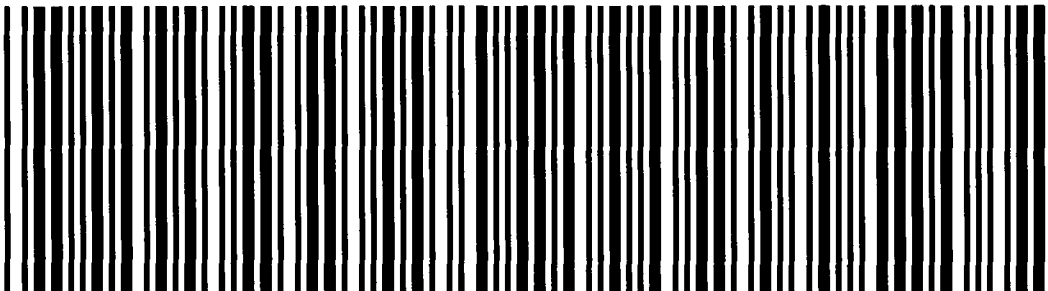


## PROCESS SERVER DELIVERY DETAILS

**Date:** Mon, Dec 7, 2020

**Server Name:** Michael Mitchell

Entity Served	TRANSFORM SR BRANDS LLC
Agent Name	C T CORPORATION SYSTEM
Case Number	2020 L 012403
Jurisdiction	IL



2120 - Served  
2220 - Not Served  
2320 - Served By Mail  
2420 - Served By Publication  
Summons - Alias Summons

2121 - Served  
2221 - Not Served  
2321 - Served By Mail  
2421 - Served By Publication

(08/01/18) CCG 0001 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

DIANA M. ARNEY

(Name all parties)

v.

ELECTROLUX HOME PRODUCTS INC. et

Case No. 2020 L 012403

☒ SUMMONS ☐ ALIAS SUMMONS

TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS - REG AGENT: CT CORPORATION SYSTEM  
208 SOUTH LASALLE STREET, SUITE 814, CHICAGO ILLINOIS 60604

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit [www.cookcountyclerkofcourt.org](http://www.cookcountyclerkofcourt.org) to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

**If you fail to do so, a judgment by default may be entered against you for the relief requested in the complaint.**

To the Officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

**Summons - Alias Summons**

(08/01/18) CCG 0001 B

E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <http://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/FAQ/gethelp.asp>, or talk with your local circuit clerk's office.

Atty. No.: 61090

Witness: \_\_\_\_\_

Atty Name: TPMB LLC - Sean P. Murray

11/24/2020 2:20 PM DOROTHY BROWN

Atty. for: Plaintiff

DOROTHY BROWN, Clerk of Court

Address: 225 West Wacker Drive, Suite 1650

City: Chicago

Date of Service: \_\_\_\_\_  
(To be inserted by office on copy left with  
Defendant or other person)

State: IL Zip: 60606

Telephone: 312-586-1700

Primary Email: smurray@tpmblegal.com



**Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois**  
**[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)**

## CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- ☐ Richard J Daley Center  
50 W Washington  
Chicago, IL 60602
  - ☐ District 2 - Skokie  
5600 Old Orchard Rd  
Skokie, IL 60077
  - ☐ District 3 - Rolling Meadows  
2121 Euclid  
Rolling Meadows, IL 60008
  - ☐ District 4 - Maywood  
1500 Maybrook Ave  
Maywood, IL 60153
  - ☐ District 5 - Bridgeview  
10220 S 76th Ave  
Bridgeview, IL 60455
  - ☐ District 6 - Markham  
16501 S Kedzie Pkwy  
Markham, IL 60428
  - ☐ Domestic Violence Court  
555 W Harrison  
Chicago, IL 60607
  - ☐ Juvenile Center Building  
2245 W Ogden Ave, Rm 13  
Chicago, IL 60602
  - ☐ Criminal Court Building  
2650 S California Ave, Rm 526  
Chicago, IL 60608
  - ☐ Domestic Relations Division  
Richard J Daley Center  
50 W Washington, Rm 802  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Civil Appeals  
Richard J Daley Center  
50 W Washington, Rm 801  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Criminal Department  
Richard J Daley Center  
50 W Washington, Rm 1006  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ County Division  
Richard J Daley Center  
50 W Washington, Rm 1202  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Probate Division  
Richard J Daley Center  
50 W Washington, Rm 1202  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☒ Law Division  
Richard J Daley Center  
50 W Washington, Rm 801  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Traffic Division  
Richard J Daley Center  
50 W Washington, Lower Level  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
- Daley Center Divisions/Departments**
- ☐ Civil Division  
Richard J Daley Center  
50 W Washington, Rm 601  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Chancery Division  
Richard J Daley Center  
50 W Washington, Rm 802  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm

**Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois**  
**[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,

Plaintiff,

v.

ELECTROLUX HOME PRODUCTS, INC.,  
TRANSFORM SR BRANDS LLC, Individually  
and d/b/a SEARS, and SEARS, ROEBUCK  
AND CO.,

Defendants.

Case No.: 2020L012403

**COMPLAINT AT LAW**

NOW COMES the Plaintiff, DIANA M. ARNEY, through her attorneys, TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, and complaining of Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., alleges as follows:

**COUNT I**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed,

assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;

- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;
- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;

- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA

M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT II**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number

#41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source

of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryers are an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT III**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising,

distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;
- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas

behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user; or

- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT IV**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and

foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to use reasonable care in the design, assembly, preparation, manufacture, maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

6. That at the time, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, assembled, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, ELECTROLUX HOME PRODUCTS, INC., knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

7. That the Defendant, ELECTROLUX HOME PRODUCTS, INC., breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;
- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;
- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;

- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;
- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryer and remove all lint from behind the dryer drum;
- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the

ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;

- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine.

8. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

9. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

11. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to

suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT V**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture,

maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that

lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the

accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VI**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent

beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that

lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryers were designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the

accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VII**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its

appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;

- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and

affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VIII**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to use reasonable care in the design, assembly, installation, preparation, manufacture, maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

5. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured

safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

7. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

8. That at the time, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, designed, assembled, installed, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

9. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into

and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;

- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;
- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;
- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;

- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryers and remove all lint from behind the dryer drum;
- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine;
- (y) Negligently and carelessly failed to properly and safely install the machine at the home of the consumer; or

- (z) Negligently and carelessly failed to install the machine with safe and proper venting;

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

11. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

13. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

14. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

15. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff,

DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT IX**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;

- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;
- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO. at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT X**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent beyond that which would be

contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source

of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryers were designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant,

SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XI**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to

Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;
- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the

drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional

limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XII**  
**SEARS, ROEBUCK AND CO.**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to use reasonable care in the design, assembly, installation, preparation, manufacture,

maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

5. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

6. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

7. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

8. That at the time, the Defendant, SEARS, ROEBUCK AND CO., designed, assembled, installed, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, SEARS, ROEBUCK AND CO., knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA

M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

9. That the Defendant, SEARS, ROEBUCK AND CO., breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;
- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;

- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;
- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;
- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryers and remove all lint from behind the dryer drum;

- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine;
- (y) Negligently and carelessly failed to properly and safely install the machine at the home of the consumer; or
- (z) Negligently and carelessly failed to install the machine with safe and proper venting;

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

11. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

13. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

14. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

15. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XIII**  
**ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC,**  
**Individually and d/b/a SEARS, and DEFENDANT, SEARS, ROEBUCK AND CO.**  
**JOINT VENTURE**

1. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., were engaged in a joint venture for the purpose of manufacturing, designing, developing and selling a line of Electrolux ball-hitch designed clothes dryers that was to be sold exclusively at Sears under the Sears' brand name, Kenmore.

2. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., associated to carry out a single, specific enterprise for profit.

3. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., associated to design, manufacture, and sell the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers for profit with the intent to engage in a joint venture.

4. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., shared a community of interest, and contributed property, finances, effort, skill, and/or knowledge to the joint venture.

5. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., shared propriety interest in the joint venture, shared the right to govern the policy in connection therewith through shared control and management over the design,

manufacture, and sale of the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers, and shared in profits and losses.

6. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., jointly drafted, provided, reviewed, and/or approved, the manuals, instructions, and warnings on the machine, and were to jointly ensure that the manuals, instructions, and warnings were compliant with regulatory standards and were safe and proper.

7. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., jointly designed, manufactured, tested, planned, inspected, approved, assembled, installed, prepared, maintained, advertised, distributed, supplied, and/or sold the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers.

8. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., are partners, and therefore, the knowledge possessed by one Defendant is imputed onto the other Defendant, including, but not limited to, knowledge of the personnel and processes related to the design, manufacturing, and knowledge of hazards of ball-hitch designed clothes dryers; knowledge that existing designs do not alleviate those hazards; knowledge that warnings in product literature are inadequate; and knowledge that reasonable alternative feasible design exists.

9. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., are vicariously liable for each other's negligent acts and omissions as set forth in Counts I through XII above, incorporated and realleged as if fully set forth herein.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

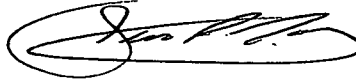
11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., in a dollar amount to satisfy

the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.



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Attorneys for Plaintiff

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FILED DATE: 11/19/2020 1:35 PM 2020L012403

Attorney ID# 61090<sup>11200017</sup>

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,

Plaintiff,

v.

ELECTROLUX HOME PRODUCTS, INC.,  
TRANSFORM SR BRANDS LLC, Individually  
and d/b/a SEARS, and SEARS, ROEBUCK  
AND CO.

Defendants.

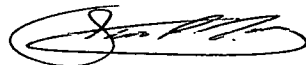
Case No.: 2020L012403

**ATTORNEY AFFIDAVIT**

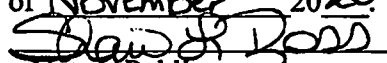
I, Sean P. Murray, being first duly sworn on oath, deposes and states that if I were called upon to testify, I would do so as follows:

1. That I am an attorney at law licensed to practice in the State of Illinois.
2. That I am an attorney with the law firm of TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, attorneys of record for the Plaintiff, DIANA M. ARNEY.
3. That based upon the information available to me at the present time, the total amount of money damages sought in this matter exceeds \$50,000.00.
4. That this Affidavit is submitted in compliance with Supreme Court Rule 222(b).

FURTHER, Affiant, sayeth not.



Sean P. Murray

SUBSCRIBED AND SWORN TO  
before me this 19<sup>th</sup> day  
of November 2020.  
  
Notary Public



**EXHIBIT B**

FILED  
5/19/2021 1:27 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2020L012403

Case No. 20 L 012403

**DEFENDANT TRANSFORM SR BRAND LLC’S 735 ILCS 5/2-619.1**  
**MOTION TO DISMISS PLAINTIFF’S COMPLAINT**

## INTRODUCTION

Plaintiff's Complaint should be dismissed pursuant to both 735 ILCS 5/2-615 and 735 ILCS 5/2-619(a)(9). As it relates to 2-615, Plaintiff's Complaint does not allege facts as to the

actions taken by Transform as opposed to Sears or when the subject dryer was designed, manufactured, or even sold to Plaintiff. Such facts are material as Transform did not exist as a corporate entity until 2019. Alternatively, Plaintiff's Complaint should be dismissed with prejudice pursuant to 2-619(a)(9) as again, Transform did not exist until 2019 and if recovery is sought on a successor liability theory, Transform did not assume any of the relevant liabilities of Sears which form the basis of the present lawsuit.

### STANDARD OF LAW

735 ILCS 5/2-619.1 provides for combined motions to dismiss:

Motions with respect to pleadings under Section 2-615, motions for involuntary dismissal or other relief under Section 2-619, and motions for summary judgment under Section 2-1005 may be filed together as a single motion in any combination. A combined motion, however, shall be in parts. Each part shall be limited to and shall specify that it is made under one of Sections 2-615, 2-619, or 2-1005. Each part shall also clearly show the points or grounds relied upon under the Section upon which it is based.

A motion to dismiss based on section 2-619 motion admits the legal sufficiency of the complaint and raises defects, defenses or other affirmative matter which appear on the face of the complaint or are established by external submissions which act to defeat the plaintiff's claim. *Schusse v. Pace Suburban Bus Div. of Reg'l Transp. Auth.*, 334 Ill. App. 3d 960, 963 (1<sup>st</sup> Dist. 2002).

A section 2-615 motion to dismiss challenges the legal sufficiency of a complaint based on defects apparent on its face. 735 ILCS 5/2-615; *Marshall v. Burger King Corp.*, 222 Ill.2d 422, 429 (2006). §2-603 of the Illinois Code of Civil Procedure states, in relevant part, "all pleadings shall contain **a plain and concise statement of the pleader's cause of action**, counterclaim, defense, or reply." 735 ILCS 5/2-603(a) (emphasis added). Illinois is a fact pleading jurisdiction, and conclusions of law and conclusory factual allegations must be disregarded for the purposes of

a §2-615 Motion to Dismiss. *Chandler v. Illinois Central Railroad Co.*, 207 Ill.2d 331, 348 (2003); *Purmal v. Robert Wadington & Associates*, 354 Ill.App.3d 715, 720 (1st Dist. 2004). Additionally, when reviewing a motion to dismiss under §2-615, the Court deems admitted all well pleaded facts; however, **conclusions of law or allegations of fact unsupported by specific allegations are to be disregarded.** *Hume & Liechty Veterinary Association v. Hodes*, 259 Ill.App.3d 367, 369 (1st Dist. 1994) (emphasis added).

### BACKGROUND FACTS

Sears, Roebuck and Co. filed for Chapter 11 bankruptcy in the United States District Court, Southern District of New York on or about October 2018. Transform Holdco LLC<sup>1</sup> was not created until September 28, 2018. (Exhibit B, Delaware Corporation search for Transform Holdco LLC). Transform SR Brands, LLC is a subsidiary of Transform Holdco and was not created until January 23, 2019. (Exhibit C, Delaware Corporation search for Transform SR Brands, LLC). During the course of the Sears bankruptcy, Transform Holdco LLC purchased (with approval of the Bankruptcy Court) various assets from the Sears debtor. (Exhibit D, Order approving asset purchase). The subject dryer at-issue was purchased in November 2008. (Exhibit E, Records for sale of dryer); (Exhibit F, Affidavit of Julie Roman).

As of the date of this Motion, the Sears bankruptcy is still pending. As a result of this pending bankruptcy, Plaintiff voluntarily dismissed Sears on January 6, 2021. (Absent relief from the automatic stay extant under section 362 of the Bankruptcy Code, judicial actions and proceedings commenced against the debtor are "void ab initio." *Maritime Elec. Co., Inv. v. United Jersey Bank*, 959 F.2d 1194, 1206 (3d Cir. 1991)). However, Plaintiff's suit continues against

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<sup>1</sup> Transform SR LLC, Transform KM LLC, Transform SR Holdings LLC, and Transform SR Holding Management LLC are subsidiaries of Transform Holdco LLC. <https://www.sec.gov/Archives/edgar/data/1548309/000154830919000045/sho8k-031819.htm>

Transform under what appears to be a successor liability theory despite the fact that Transform did not assume the relevant liabilities of Sears which would give rise to the instant lawsuit as evidenced in the asset purchase agreement.

### ARGUMENT

- I. Plaintiff's Complaint should be dismissed, or alternatively a more definite statement made, as it lacks factual allegations regarding Transform's involvement in the underlying product liability action (dismissal/amendment sought pursuant to 2-615).

Plaintiff's Complaint at Law does not allege the date of purchase or date of manufacture of the dryer at-issue. As elaborated in further detail below, date of purchase and/or date of manufacture are material as the movant (Transform) did not exist as a corporate entity until 2019. While Defendant has information or belief that the underlying transaction occurred sometime in 2008, it requests that the Complaint be amended to include factual allegations constituting a more definite statement so that it can determine its defenses accordingly.

In addition, the Complaint lacks factual allegations as to the actions allegedly taken by Transform as opposed to Sears. The Complaint contains identical boilerplate product liability claims against both entities despite the fact that the Transform Defendant did not exist prior to 2019. Notably, the above information contained in the Background Facts section of the instant motion is publicly available through filings either with the Federal Bankruptcy Court, Delaware Corporation registry, or SEC filings. As such, it is not unreasonable to require Plaintiff to plead some facts as to whether she is alleging that Transform directly played a role in the design/manufacture/sale of the underlying dryer or if she is merely alleging some successor liability arising from the purchase of various Sears assets in the course of the Sears bankruptcy.

Further, Transform should be dismissed pursuant to 2-615 because the Complaint does not plead any facts as to how Transform purchased assets of Sears that encompassed the instant

lawsuit. The well-settled general rule is that a corporation that purchases the assets of another corporation is not liable for the debts or liabilities of the transferor corporation. *Vernon v. Schuster*, 179 Ill. 2d 338, 344–45 (1997). There are four exceptions to the general rule of successor corporate nonliability: (1) where there is an express or implied agreement of assumption; (2) where the transaction amounts to a consolidation or merger of the purchaser or seller corporation; (3) where the purchaser is merely a continuation of the seller; or (4) where the transaction is for the fraudulent purpose of escaping liability for the seller's obligations. *Id.* The facts of *Vernon* are instructive. The plaintiff purchased a boiler from defendant, Diversey Heating (James Schuster was the sole proprietor). Schuster passed away and his son assumed business operations. Plaintiff argued that Diversey Heating failed to honor a warranty when the boiler malfunctioned after Schuster's death. The Illinois Supreme Court affirmed dismissal under 2-615 finding:

We also note that plaintiffs did not allege that defendant falls within any of the other three exceptions to the rule of successor corporate nonliability. Plaintiffs did not allege that James Schuster and defendant agreed that defendant would assume James Schuster's liabilities and obligations. Plaintiffs did not allege and, logically, could not allege, that defendant consolidated or merged with James Schuster. Also, plaintiffs did not allege that James Schuster fraudulently transferred Diversey Heating to defendant to escape liability. We agree with the circuit court that, under the rule of successor corporate nonliability, defendant is not liable for the obligations of his father's sole proprietorship.

*Vernon v. Schuster*, 179 Ill. 2d 338, 349, 688 N.E.2d 1172, 1177 (1997)

Here, similar to the plaintiff in *Vernon*, Plaintiff fails to plead any of the above exceptions as to how Transform assumed the relevant liabilities of Sears which forms the basis of the instant lawsuit. For these reasons, Plaintiff's Complaint should be dismissed or alternatively amended (pursuant to 2-615) to include such relevant facts so that Defendant may be apprised of the nature of claims brought against it.

- II. Plaintiff's Complaint should be dismissed as Transform did not exist at the time of the underlying allegations and otherwise did not assume the relevant liabilities of

Sears, Roebuck and Co. which form the basis of this lawsuit (dismissal sought pursuant to 2-619(a)(9)).

Transform should be dismissed pursuant to 2-619(a)(9) because (1) Transform did not exist as an entity at the time of the alleged design/manufacture/sale of the underlying dryer and (2) the asset purchase agreement clearly shows that Transform did not assume the asset purchase agreement. See *Vernon v. Schuster*, 179 Ill. 2d 338, 344–45 (1997).

Here, the subject dryer was purchased in 2008. (Exhibit E, F). Axiomatically, any design, manufacture, issuance of warnings, or sale would have occurred prior to 2008. Transform did not exist at that time and was not formed until at least 10 years after that date. (Exhibit B and C, Delaware Corporation Search results). Since Transform did not exist at the time of the underlying allegations which form the basis of Plaintiff's lawsuit, Transform could not have possibly been involved in the design/manufacture/sale of the subject dryer at-issue. As such, Transform should be dismissed with prejudice on that basis alone.

In addition, the reasoning of *Vernon* should be extended under 2-619(a)(9) as the facts are undisputable relating to successor liability. Specifically, the asset purchase agreement clearly excluded purchase of liabilities relating to prior claims concerning design/manufacture/sale of products. This agreement was approved by the United States Bankruptcy Court Southern District of New York. (Exhibit D). Article II concerns the purchase and sale of acquired assets (Page 139). Section 2.4 covers excluded liabilities; specifically, sections 2.4(a), (c), and (d) include the following language:

Section 2.4 Excluded Liabilities.

None of Buyer, any Affiliate of Buyer or any Assignee shall assume, be deemed to assume or become obligated hereunder in any way to pay or perform (whether as a successor to any Seller or otherwise) any Liabilities of any Sellers or any of their respective Affiliates of any kind or nature, known, unknown, contingent or otherwise, whether direct or indirect, matured or unmatured, other than the

Assumed Liabilities, (the foregoing including the following, the “Excluded Liabilities”) which shall include the following Liabilities:

(a) all Liabilities of the Seller or any of its Subsidiaries arising out of the ownership of the Acquired Assets or operation of the Business or the Acquired Assets prior to the Closing Date other than Cure Costs, Other Payables, the Assumed 503(b)(9) Claims, Severance Reimbursement Obligations, and Ordered Inventory;

(b) all Liabilities relating to the payment or performance of obligations arising solely out of facts or circumstances in existence prior to the Closing Date or Designation Assignment Date, as applicable, with respect to the Assigned Agreements;

(c) all Liabilities arising from or related to any claim, Action, arbitration, audit, hearing, investigation, suit, litigation or other proceeding (whether civil, criminal, administrative, investigative, or informal and whether pending or threatened or having any other status) arising out of the Assumed Liabilities, the Acquired Assets or the operation of the Business prior to the Closing Date or relating to facts, actions, omissions, circumstances or conditions existing, occurring or accruing prior to the Closing Date against any Seller or its Affiliates;

**(d) all Liabilities to the extent arising prior to the Closing Date or arising from or related to the operation of a Seller’s business or any of Sellers’ products or services, including any Liability relating to (i) design or manufacturing defects (whenever discovered) and (ii) warranties, product liability, safety or other Liability, in the cases of clauses (i) and (ii), relating to any product sold or manufactured by any Seller or any of its Affiliates;**

(Page 146 of the attached pdf, emphasis added).

Pursuant to the Federal Bankruptcy Order, the liabilities which form the basis of this present lawsuit were clearly excluded from purchase – namely section 2.4(d) for “Liabilities to the extent arising prior to the Closing Date or arising from or related to the operation of a Seller’s business or any of Sellers’ products or services, including any Liability relating to (i) design or manufacturing defects (whenever discovered) and (ii) warranties, product liability, safety or other Liability, in the cases of clauses (i) and (ii), relating to any product sold or manufactured by any Seller or any of its Affiliates.”

In effect, Plaintiff's claim seeks recovery for alleged actions taken by Sears, Roebuck and Co. in the design/manufacture/sale of the dryer at issue. However, due to the fact that Sears is bankruptcy and under an automatic stay (per section 362(a) of Chapter 11 of the Bankruptcy Code), any such claims are barred. See *Maritime Elec. Co., Inc. v. United Jersey Bank*, 959 F.2d 1194, 1206 (3d Cir. 1991) (Absent relief from the automatic stay extant under section 362 of the Bankruptcy Code, judicial actions and proceedings commenced against the debtor are "void ab initio.") Plaintiff's attempt to bypass the bankruptcy by litigating against the Transform entity which patently did not assume the liabilities of Sears entity relating to the subject dryer is improper and contrary to the Bankruptcy Code.

Further, based on the plain language of the Federal Order approving the asset purchases, none of the four *Vernon* exceptions are applicable. Again, the Asset Purchase Agreement expressly exempts purchases of liability and the proceedings and transfers occurred in a bankruptcy setting where there was no consolidation or merger. In addition, Transform was not a continuation of the seller as it was not a corporate continuation of Sears since Sears remains in bankruptcy. Finally, the transaction was not fraudulent as evidenced by the Federal Bankruptcy Court's approval Order. For these reasons, Transform should be dismissed with prejudice pursuant to Section 619(a)(9).

### CONCLUSION

Plaintiff's Complaint should be dismissed pursuant to 735 ILCS 5/2-615 as it lacks facts regarding the underlying transaction and involvement of the Transform vs. Sears entities as it relates to the design/manufacture/sale of the product. In addition, Plaintiff's Complaint should be dismissed with prejudice against Transform pursuant to 735 ILCS 5/2-619(a)(9) because it did not exist at the time of the underlying transactions (and therefore impossible to have taken part in the

design/manufacture/sale of the product) and otherwise did not assume the relevant debts/liabilities which form the basis of this lawsuit of the bankrupt Sears entity.

O'HAGAN MEYER, LLC

By: s/ Lucas Sun  
\_\_\_\_\_  
One of the Attorneys for Defendant  
Transform SR Brands LLC

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,

Plaintiff,

v.

ELECTROLUX HOME PRODUCTS, INC.,  
TRANSFORM SR BRANDS LLC, Individually )  
and d/b/a SEARS, and SEARS, ROEBUCK )  
AND CO., )

Defendants.

Case No.: 2020L012403

**COMPLAINT AT LAW**

NOW COMES the Plaintiff, DIANA M. ARNEY, through her attorneys, TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, and complaining of Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., alleges as follows:

**COUNT I**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed,

assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;

- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;
- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;

- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA

M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT II**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number

#41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source

of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryers are an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT III**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising,

distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;
- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas

behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user; or

- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT IV**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and

foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to use reasonable care in the design, assembly, preparation, manufacture, maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

6. That at the time, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, assembled, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, ELECTROLUX HOME PRODUCTS, INC., knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

7. That the Defendant, ELECTROLUX HOME PRODUCTS, INC., breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;
- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;
- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;

- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;
- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryer and remove all lint from behind the dryer drum;
- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the

ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;

- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine.

8. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

9. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

11. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to

suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT V**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture,

maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that

lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the

accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VI**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent

beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that

lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryers were designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the

accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VII**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its

appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;

- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and

affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VIII**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to use reasonable care in the design, assembly, installation, preparation, manufacture, maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

5. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured

safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

7. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

8. That at the time, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, designed, assembled, installed, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

9. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into

and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;

- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;
- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;
- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;

- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryers and remove all lint from behind the dryer drum;
- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine;
- (y) Negligently and carelessly failed to properly and safely install the machine at the home of the consumer; or

- (z) Negligently and carelessly failed to install the machine with safe and proper venting;

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

11. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

13. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

14. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

15. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff,

DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT IX**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;

- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;
- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO. at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT X**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent beyond that which would be

contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source

of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryers were designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant,

SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XI**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to

Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;
- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the

drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional

limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XII**  
**SEARS, ROEBUCK AND CO.**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to use reasonable care in the design, assembly, installation, preparation, manufacture,

maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

5. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

6. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

7. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

8. That at the time, the Defendant, SEARS, ROEBUCK AND CO., designed, assembled, installed, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, SEARS, ROEBUCK AND CO., knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA

M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

9. That the Defendant, SEARS, ROEBUCK AND CO., breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;
- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;

- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;
- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;
- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryers and remove all lint from behind the dryer drum;

- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine;
- (y) Negligently and carelessly failed to properly and safely install the machine at the home of the consumer; or
- (z) Negligently and carelessly failed to install the machine with safe and proper venting;

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

11. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

13. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

14. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

15. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XIII**  
**ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC,**  
**Individually and d/b/a SEARS, and DEFENDANT, SEARS, ROEBUCK AND CO.**  
**JOINT VENTURE**

1. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., were engaged in a joint venture for the purpose of manufacturing, designing, developing and selling a line of Electrolux ball-hitch designed clothes dryers that was to be sold exclusively at Sears under the Sears' brand name, Kenmore.

2. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., associated to carry out a single, specific enterprise for profit.

3. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., associated to design, manufacture, and sell the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers for profit with the intent to engage in a joint venture.

4. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., shared a community of interest, and contributed property, finances, effort, skill, and/or knowledge to the joint venture.

5. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., shared propriety interest in the joint venture, shared the right to govern the policy in connection therewith through shared control and management over the design,

manufacture, and sale of the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers, and shared in profits and losses.

6. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., jointly drafted, provided, reviewed, and/or approved, the manuals, instructions, and warnings on the machine, and were to jointly ensure that the manuals, instructions, and warnings were compliant with regulatory standards and were safe and proper.

7. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., jointly designed, manufactured, tested, planned, inspected, approved, assembled, installed, prepared, maintained, advertised, distributed, supplied, and/or sold the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers.

8. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., are partners, and therefore, the knowledge possessed by one Defendant is imputed onto the other Defendant, including, but not limited to, knowledge of the personnel and processes related to the design, manufacturing, and knowledge of hazards of ball-hitch designed clothes dryers; knowledge that existing designs do not alleviate those hazards; knowledge that warnings in product literature are inadequate; and knowledge that reasonable alternative feasible design exists.

9. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., are vicariously liable for each other's negligent acts and omissions as set forth in Counts I through XII above, incorporated and realleged as if fully set forth herein.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., in a dollar amount to satisfy

the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.



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Attorneys for Plaintiff

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jpustilnik@tpmblegal.com

Attorney ID# 61090<sup>11200017</sup>

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,

Plaintiff,

v.

ELECTROLUX HOME PRODUCTS, INC.,  
TRANSFORM SR BRANDS LLC, Individually  
and d/b/a SEARS, and SEARS, ROEBUCK  
AND CO.

Defendants.

Case No.: 2020L012403

**ATTORNEY AFFIDAVIT**

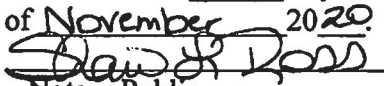
I, Sean P. Murray, being first duly sworn on oath, deposes and states that if I were called upon to testify, I would do so as follows:

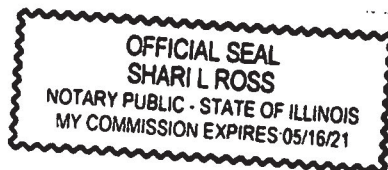
1. That I am an attorney at law licensed to practice in the State of Illinois.
2. That I am an attorney with the law firm of TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, attorneys of record for the Plaintiff, DIANA M. ARNEY.
3. That based upon the information available to me at the present time, the total amount of money damages sought in this matter exceeds \$50,000.00.
4. That this Affidavit is submitted in compliance with Supreme Court Rule 222(b).

FURTHER, Affiant, sayeth not.



Sean P. Murray

SUBSCRIBED AND SWORN TO  
before me this 19<sup>th</sup> day  
of November 2020.  
  
Notary Public



FILED DATE: 5/19/2021 1:27 PM 2020L012403

Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:

7077051

Incorporation Date / Formation Date:

9/28/2018 (mm/dd/yyyy)

Entity Name:

TRANSFORM HOLDCO LLC

Entity Kind:

Limited Liability Company

Entity Type:

General

Residency:

Domestic

State:

DELAWARE

REGISTERED AGENT INFORMATION

Name:

THE CORPORATION TRUST COMPANY

Address:

CORPORATION TRUST CENTER 1209 ORANGE ST

City:

WILMINGTON

County:

New Castle

State:

DE

Postal Code:

19801

Phone:

302-658-7581

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

Submit

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https://icis.corp.delaware.gov/eCorp/EntitySearch/NameSearch.aspx

1/1

### Allowable Characters

### Entity Details

**THIS IS NOT A STATEMENT OF GOOD STANDING**

Residency: Domestic State: **DELAWARE**

## REGISTERED AGENT INFORMATION

Name: **THE CORPORATION TRUST COMPANY**

Address: **CORPORATION TRUST CENTER 1209 ORANGE STREET**

City: **WILMINGTON** County: **New Castle**

State: **DE** Postal Code: **19801**

Phone: **302-658-7581**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

Submit

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	
<b>In re</b>	: <b>Chapter 11</b>
	:
<b>SEARS HOLDINGS CORPORATION, <i>et al.</i>,</b>	: <b>Case No. 18-23538 (RDD)</b>
	:
	:
<b>Debtors.<sup>1</sup></b>	: <b>(Jointly Administered)</b>
-----X	

**ORDER (I) APPROVING THE ASSET PURCHASE AGREEMENT  
AMONG SELLERS AND BUYER, (II) AUTHORIZING THE SALE OF  
CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS,  
CLAIMS, INTERESTS AND ENCUMBRANCES, (III) AUTHORIZING THE  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND  
LEASES IN CONNECTION THEREWITH AND (IV) GRANTING RELATED RELIEF**

Upon the motion, dated November 1, 2018 (Docket No. 429) (the “Sale Motion”),<sup>2</sup> filed by the above-captioned debtors and debtors in possession (the “Debtors”) seeking, among other things, the entry of an order (the “Sale Order”), pursuant to sections 105, 363 and 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2002, 6004,

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

<sup>2</sup> Capitalized terms used herein but not otherwise defined have the meanings given to them in the Asset Purchase Agreement (as defined below) or, if not defined in the Asset Purchase Agreement, the meanings given to them in the Sale Motion.

6006, 9007, and 9008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 6004-1, 6005-1 and 6006-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”), authorizing and approving the sale of the Acquired Assets and the assumption and assignment of certain executory contracts and unexpired leases of the Debtors in connection therewith; and the Court having entered this Court’s prior order, dated November 19, 2018 (Docket No. 816) including the schedule as revised by the *Global Bidding Procedures Process Letter* filed with the Bankruptcy Court on November 21, 2018 (Docket No. 862) (together, the “Bidding Procedures Order”), approving competitive bidding procedures for the Acquired Assets (the “Bidding Procedures”) and granting certain related relief; and Transform Holdco LLC (the “Buyer”) having submitted the highest or otherwise best bid for the Acquired Assets, as reflected in the Asset Purchase Agreement (as defined below); and the Court having conducted a hearing on the Sale Motion (the “Hearing” or the “Sale Hearing”) commenced on February 4, 2019, at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion and the exhibits thereto, (ii) the Asset Purchase Agreement, dated as of January 17, 2019 by and among the Buyer and the Sellers party thereto (including each Debtor and certain other subsidiaries of Sears Holdings Corporation, the (“Sellers”) (as may be amended, restated, amended and restated from time to time, including pursuant to that certain Amendment No. 1 to Asset Purchase Agreement, by and among the Buyer and the Sellers, the “Asset Purchase Agreement”),<sup>3</sup> a copy of which is attached hereto as Exhibit B, whereby the Sellers have agreed, subject to Court approval, among other things, to sell the Acquired Assets to the Buyer, including,

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<sup>3</sup> Amendment No. 1 to the Asset Purchase Agreement was filed in substantially final form on February 7, 2019 at Docket No. 2456 (the “APA Amendment”). Upon closing and execution the Debtors will file the executed version of the APA Amendment with the Court.

without limitation, (x) the Assigned Agreements (including any Additional Contracts) that will be assumed and assigned to Buyer or designated, as applicable, each on the terms and conditions set forth in the Asset Purchase Agreement and (y) designation rights (“Designation Rights”) for certain Designatable Leases (the sale of such Acquired Assets, collectively, the “Sale Transaction”), (iii) the Bidding Procedures Order and the record of the hearing before the Court on November 15, 2018 at which the Bidding Procedures Order was approved, (iv) the ability of the Buyer to submit its Credit Bid pursuant to Asset Purchase Agreement section 3.1(b) (the “Credit Bid”), (iv) the objections to the Sale Motion that have not been resolved or adjourned and all related pleadings, and (v) the record of the evidentiary Hearing before the Court commenced on February 4, 2019, at which the Court authorized the Buyer’s Credit Bid (as approved pursuant to this Sale Order), including the arguments and representations of counsel made, and the evidence proffered or adduced, at the Hearing; and it appearing that due and sufficient notice of the Sale Motion, the Asset Purchase Agreement, the Bidding Procedures Order, and the form of this order (the “Sale Order”) have been provided in accordance with the Bidding Procedures Order and the *Amended Order Implementing Certain Notice and Case Management Procedures*, entered on November 1, 2018 (Docket No. 405) (the “Amended Case Management Order”); and, except as otherwise provided for herein, all objections to the Sale Motion having been withdrawn, resolved, or overruled as provided in this Sale Order; and, after due deliberation and for the reasons stated in the Court’s bench ruling at the Hearing, it appearing that the relief granted herein is in the best interests of the Debtors, their estates and creditors and all parties in interest in these chapter 11 cases; and good and sufficient cause appearing therefor, it is hereby

**FOUND AND DETERMINED THAT:**

A. **Fed. R. Bankr. P. 7052.** The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing. This Sale Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

B. **Jurisdiction and Venue.** This Court has jurisdiction over the Sale Motion, the Sale Transaction and the property of the Debtors' estates, including the Acquired Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) that this Court can decide by a final order under the United States Constitution. Venue of these chapter 11 cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates.** The statutory and other legal predicates for the relief sought in the Sale Motion are sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, Local Rules 6004-1, 6005-1 and 6006-1, and the Amended Guidelines for the Conduct of Asset Sales, Approved by Administrative Order Number 383 in the United States Bankruptcy Court for the Southern District of New York.

D. **Final Order.** This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good,

sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. In the absence of a stay pending appeal, Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order and shall not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

E. **Notice and Opportunity to Object.** Actual written notice of, and a fair and reasonable opportunity to object to and to be heard with respect to the Sale Motion, the Sale Transaction, the sale of the Acquired Assets that are owned by the Debtors free and clear of any Claims (as defined below), the assumption and assignment of the Assigned Agreements, the Auction, the Bidding Procedures, and the relief requested in the Sale Motion has been given, as required by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Amended Case Management Order, and the Bidding Procedures Order.

F. **Title to the Acquired Assets.** The Acquired Assets that are owned by the Debtors constitute property of the Debtors' estates and good title is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Except as provided in the Asset Purchase Agreement, the Debtors are the sole and rightful owners of such Acquired Assets that are owned by the Debtors with all right, title and interest to transfer and convey the Acquired Assets to the Buyer, and no other person has any ownership right, title, or interests therein.

G. **Sound Business Purpose.** The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the Sale Motion, the Sale Transaction, the Asset Purchase Agreement, and all related agreements (the "**Related Agreements**"). The Debtors' entry into and performance under the Asset Purchase Agreement and

Related Agreements: (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties; (ii) provide value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their estates, creditors and other parties in interest; and (iii) are reasonable and appropriate under the circumstances. The Debtors have demonstrated compelling circumstances for the Sale Transaction outside: (i) the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction is necessary and appropriate to preserve and maximize the value of the Debtors' estates. Business justifications for the Sale Transaction include, but are not limited to, the following: (i) the Purchase Price set forth in the Asset Purchase Agreement constitutes the highest or otherwise best offer received for the Acquired Assets; (ii) the Asset Purchase Agreement and the transactions contemplated thereby present the best opportunity to maximize the value of the Acquired Assets, whether on a going concern basis or otherwise, and avoid decline and devaluation of the Acquired Assets that would occur in an immediate liquidation of the Acquired Assets; (iii) unless the Sale Transaction and all of the other transactions contemplated by the Asset Purchase Agreement are concluded expeditiously, as provided for pursuant to the Asset Purchase Agreement, recoveries to creditors will be diminished; and (iv) the value of the Debtors' estates will be maximized through the sale of the Acquired Assets pursuant to the Asset Purchase Agreement.

H. **Compliance with Bidding Procedures.** The Bidding Procedures were substantively and procedurally fair to all parties, including all potential bidders, and were the result of arms'-length negotiations. Further, the Bidding Procedures afforded notice and a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the

Acquired Assets. The Debtors, ESL, the Buyer and their respective counsel and other advisors have complied with the Bidding Procedures and Bidding Procedures Order in all respects except as properly waived in the exercise of their fiduciary duties in accordance with such Procedures. The Buyer subjected its bid to the competitive Bidding Procedures approved by this Court and the Buyer was found eligible to participate in the Auction and was the Successful Bidder (as defined in the Bidding Procedures) for the Acquired Assets in accordance with the Bidding Procedures Order and Bidding Procedures.

I. **Sale Process.** (i) The Debtors and their advisors, including Lazard Frères & Co. LLC, engaged in a robust and extensive marketing and sale process through the postpetition sale process pursuant to the Bidding Procedures Order and the Bidding Procedures; (ii) the Debtors and their advisors conducted a fair and open sale process; (iii) the sale process, the Bidding Procedures and the Auction were non-collusive, duly noticed and provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets; and (iv) the process conducted by the Debtors pursuant to the Bidding Procedures obtained the highest or otherwise best value for the Acquired Assets for the Debtors and their estates, and any other transaction would not have yielded as favorable an economic result.

J. **Fair Consideration; Highest or Best Value.** The consideration to be paid by the Buyer under the Asset Purchase Agreement, including, without limitation, the Credit Bid Amount (as hereinafter defined) and the Credit Bid Release Consideration: (i) constitutes fair and reasonable consideration for the Acquired Assets; (ii) is the highest or best offer for the Acquired Assets; (iii) will provide a greater recovery for the Debtors' estates and creditors than would be provided by any other practically available alternative; (iv) constitutes fair and reasonably equivalent value and full and adequate consideration, under the Bankruptcy Code and the Uniform

Fraudulent Transfer Act; (v) constitutes fair consideration under the Uniform Fraudulent Conveyance Act; and (vi) constitutes reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing. Such consideration constitutes the highest or best bid for the Acquired Assets. Under the facts and circumstances of these chapter 11 cases, the Purchase Price for the Acquired Assets is fair and reasonable. Pursuant to Section 3.1(c) of the Asset Purchase Agreement, the Purchase Price may include cash in the amount of the outstanding obligations owed to lenders other than Buyer or its Affiliates as of the Closing Date under: (A) the IP/Ground Lease Term Loan Facility (the “IP/Ground Lease Buyout Amount”); (B) the FILO Facility (the “FILO Facility Buyout Amount”); and (C) the Real Estate Loan 2020 (the “Real Estate Loan 2020 Buyout Amount”, together with the IP/Ground Lease Buyout Amount and the FILO Facility Buyout Amount, the “Buyout Amounts”) unless such lender(s) provide written confirmation to the Sellers that such cash payment and the obligations owed to lenders by the Sellers under the IP/Ground Lease Term Loan Facility, the FILO Facility or the Real Estate Loan 2020, as applicable, are permanently waived and discharged against the Sellers. Pursuant to Section 3.1 of the Asset Purchase Agreement, to the extent payable, each Buyout Amount, if applicable, shall be deposited and held in separate segregated accounts of the Debtors and the Liens of the lenders other than Buyer or its affiliates under the IP/Ground Lease Term Loan Facility, the FILO Facility or the Real Estate Loan 2020, as applicable, shall attach to the cash proceeds held in the applicable designated segregated account in the same order of priority and with the same validity, force and effect as the original Liens of such lenders, and such proceeds shall be released to such lenders within two (2) business days following the Closing Date and shall not otherwise be used by the Debtors without

further order of the Bankruptcy Court (the mechanic referred to in this sentence and the preceding sentence shall be referred to herein as the “Buyout Option”). Such Purchase Price, including the Credit Bid Amount, the Credit Bid Release Consideration, the Buyout Option, and other good and valuable consideration provided in connection with the Sale Transaction, constitutes the highest or best bid for the Acquired Assets. Under the facts and circumstances of these chapter 11 cases, the Purchase Price for the Acquired Assets is fair and reasonable.

Without limiting the foregoing, no objection was raised to the Sale Motion on the basis that the creditors of any particular Debtor were improperly prejudiced by the proposed sale, including by the credit bid feature of the proposed sale. Based on the evidence before the Court, the sale consideration under the proposed sale that does not constitute a credit bid constitutes adequate consideration for the Acquired Assets of each Debtor when added to the credit bid consideration, and such consideration does disadvantage the creditors of any particular Debtor except as permitted by the Bankruptcy Code.

K. **ESL Secured Claims.** In accordance with the Asset Purchase Agreement, effective upon the Closing Date ESL’s Claims (as defined below) against the Debtors arising under the: (i) IP/Ground Lease Term Loan Facility; (ii) FILO Facility; (iii) Real Estate Loan 2020; (iv) Second Lien Term Loan; (v) Second Lien Line of Credit Facility; (vi) Second Lien PIK Notes; and (vii) Citi L/C Facility (together with the security interests securing any of the Claims of ESL described in the preceding sub-clauses (i)-(vii), collectively, the “ESL Claims”), shall each be deemed allowed for all purposes in these chapter 11 cases and under the Bankruptcy Code in the amounts set forth on Exhibit G to the Asset Purchase Agreement, as reduced by the Credit Bid set forth in Section 3.1(b) of the Asset Purchase Agreement. Pursuant to Section 363(k) of the Bankruptcy Code and this Sale Order, ESL or, to the extent any of the ESL Claims are assigned to

Buyer prior to the Closing Date, Buyer is hereby authorized to credit bid (or cause to be credit bid) the ESL Claims and to use such ESL Claims as a portion of the Purchase Price (the “ESL Credit Bid Amount”) as set forth in Section 3.1(b) of the Asset Purchase Agreement (subject, in the case of the security interest securing the Claims described in subclauses (iv), (v) and (vi) of this Paragraph K, anything in this Order to the contrary notwithstanding, to delivery of the written consent of the Collateral Agent for such security interest). In addition, the transfer of Acquired Assets constituting “Collateral” under that certain Amended and Restated Security Agreement by and among Sears Holdings Corporation and Wilmington Trust, National Association in its capacity as Collateral Agent (the “Second Lien Collateral Agent”) dated as of March 20, 2018 (as may be amended, restated, amended and restated or otherwise modified in accordance with its terms from time to time) (the “Second Lien Security Agreement”) has been, or will be, directed by ESL as the “Required Secured Parties” under the Second Lien Security Agreement pursuant to one or more direction letters delivered to the Second Lien Collateral Agent (the “Second Lien Consent”). The Second Lien Consent binds all parties holding debt under the Second Lien Term Loan, Second Lien Line of Credit Facility and Second Lien PIK Notes in their capacity as such (collectively, the “Senior Second Lien Creditors”, and their claims against the Debtors under such debt document, the “Senior Second Lien Claims”). The Senior Second Lien Claims shall be deemed allowed for all purposes in these chapter 11 cases and under the Bankruptcy Code, as reduced by any amounts included in the Credit Bid. Pursuant to Section 363(k) of the Bankruptcy Code and this Sale Order, the Second Lien Collateral Agent is hereby authorized to credit bid the Senior Second Lien Claims as a portion of the Purchase Price (the “2L Credit Bid Amount”, together with the ESL Credit Bid Amount (without duplication), the “Credit Bid Amount”). At the Auction, pursuant to the Asset

Purchase Agreement, the Buyer agreed to pay the Purchase Price, which includes the Credit Bid Amount.

L. **Cyrus Claims.** Effective upon the Closing Date, Cyrus' Claims (as defined below) arising under: (g) the Final Junior DIP Order<sup>4</sup> (the "Junior DIP Secured Obligations"<sup>5</sup>); (h) the Citi L/C Facility; (i) the Second Lien PIK Notes<sup>6</sup> (the "Cyrus Second Lien Notes Claims"); and (j) the IP/Ground Lease Term Loan Facility (the "Cyrus IP/GL Claims") together with the security interests securing any of the Claims described in the preceding sub-clauses (g)-(j), collectively the "Cyrus Claims"), shall each be deemed allowed for all purposes in these chapter 11 cases and under the Bankruptcy Code, as reduced by any amounts included in the Credit Bid.

M. **No Successor or Other Derivative Liability.** The sale and transfer of the Acquired Assets of the Debtors to the Buyer, including the assumption by the Debtors and assignment, transfer and/or sale to the Buyer of the Assigned Agreements, will not subject the Buyer or ESL to any liability (including any successor liability) under any laws, including any bulk-transfer laws, or any theory of successor or transferee liability, antitrust, environmental, product line, *de facto* merger or substantial continuity or similar theories, with respect to the operation of the Debtors' business prior to the Closing, and for each Assigned Agreement, the applicable Assumption Effective Date, except that, upon the Closing or such other date as specified in the Asset Purchase Agreement, the Buyer shall become liable for the applicable Assumed Liabilities. The Buyer: (i) is not, and shall not be considered or deemed a mere continuation of,

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<sup>4</sup> The "Final Junior DIP Order" shall mean the *Final Junior DIP Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing and (B) Grant Secured Priming Liens and Superpriority Administrative Expense Claims; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* (Docket No. 1436).

<sup>5</sup> The "Junior DIP Secured Obligations" shall have the meaning ascribed to it in the Final Junior DIP Order.

<sup>6</sup> As such term is defined in the *Declaration of Robert A. Riecker Pursuant to Rule 1007-2 of Local Bankruptcy Rules for Southern District of New York* (Docket No. 3).

or successor to, the Debtors in any respect; (ii) has not, *de facto* or otherwise, merged with or into the Debtors; and (iii) is not a continuation or substantial continuation, and is not holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors and there is no continuity of enterprise between the Debtors and the Buyer. Accordingly, the Buyer is not and shall not be deemed a successor to the Debtors or their respective estates as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement, and except with respect to any Assumed Liabilities or as otherwise set forth in the Asset Purchase Agreement, Buyer's acquisition of the Acquired Assets from the Debtors shall be free and clear of any "successor liability" claims of any nature whatsoever. Buyer would not purchase the Acquired Assets but for the protections against any claims based upon "successor liability" theories as specified herein. Notwithstanding the foregoing, nothing herein shall apply with respect to the Reserved Lease Issues.

N. **Transition Agreements.**

(i) The Services Agreement, as contemplated by the Asset Purchase Agreement, and as summarized on the record of the Sale Hearing, has been filed at Docket No. 2455 in a substantially final form, which is being negotiated by the parties and remains subject to a full reservation of rights among the parties.<sup>7</sup>

(ii) The Employee Lease Agreement, as contemplated by the Asset Purchase Agreement has been filed at Docket No. 2453 in a substantially final form, which is being negotiated by the parties and remains subject to a full reservation of rights among the parties.<sup>8</sup>

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<sup>7</sup> Upon closing and execution the Debtors will file the executed version of the Services Agreement with the Court.

<sup>8</sup> Upon closing and execution the Debtors will file the executed version of the Employee Lease Agreement with the Court.

O. **Good Faith; No Collusion.** The Asset Purchase Agreement and each of the Transactions were negotiated, proposed, and entered into by the Debtors, their management, their boards of directors or equivalent governing bodies, and representatives and the Buyer and its management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers and representatives, including ESL, in good faith, without collusion or fraud, and from arms'-length bargaining positions. The Buyer is a "good faith purchaser" and the Buyer, and ESL are acting in good faith within the meaning of section 363(m) of the Bankruptcy Code and, as such, are entitled to all the protections afforded thereby through the date of the Hearing and in closing the proposed transaction. In the absence of any Person obtaining a stay pending appeal, effective upon the Closing, it shall be deemed that neither the Debtors, ESL, nor the Buyer have engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. The Buyer and ESL have proceeded in good faith in all respects in that, among other things: (i) the Buyer, and ESL have recognized that the Debtors were free to deal with any other party in interest in acquiring the Acquired Assets; (ii) the Buyer, and ESL have complied with the applicable provisions of the Bidding Procedures Order; (iii) the Buyer's bid was subjected to competitive Bidding Procedures as set forth in the Bidding Procedures Order; and (iv) all payments to be made by the Buyer and all other material agreements or arrangements entered into by the Buyer, ESL and the Debtors in connection with the Sale Transaction have been disclosed and are appropriate. The sale price in respect of the Acquired Assets was not controlled by any agreement among potential bidders and neither the Debtors, ESL nor the Buyer have engaged in collusion, fraud, or any conduct that would cause or permit the Asset Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code or that

would prevent the application of section 363(m) of the Bankruptcy Code. Accordingly, neither the Asset Purchase Agreement nor the Sale Transaction may be avoided and no party shall be entitled to damages or other recovery pursuant to section 363(n) of the Bankruptcy Code. Specifically, neither ESL nor the Buyer has acted in a collusive manner with any Person or entity.

P. **Notice.** As evidenced by the certificates of service filed with the Court: (i) due, proper, timely, adequate, and sufficient notice of the Sale Motion, the Bidding Procedures (including the bidding process and the deadline for submitting bids and the Auction), the Sale Hearing, the Sale Transaction, the proposed Sale Order attached to the Asset Purchase Agreement, and the other relief requested in the Sale Motion was provided by the Debtors; (ii) such notice was good, sufficient, and appropriate under the particular circumstances and complied with the Bidding Procedures Order; and (iii) no other or further notice of the Sale Motion, the Sale Transaction, the Bidding Procedures, the Sale Hearing, the proposed Sale Order, or any of the relief requested in the Sale Motion, except as otherwise provided paragraphs FF.34 and FF.38 of this Sale Order, is required. With respect to Persons whose identities are not reasonably ascertained by the Debtors, in accordance with the Bidding Procedures Order, a notice containing the results of the Auction was published on the Prime Clerk website on January 18, 2019 (Docket No. 1730).

Q. **Cure Notice.** As evidenced by the certificates of service filed with the Court, and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served, prior to the Sale Hearing, the Assumption and Assignment Notice (as defined in the Bidding Procedures Order) on each counterparty to a Potential Transferred Agreement, dated January 18, 2019, January 23, 2019, and January 31, 2019, which provided the Debtors' intent to assume and assign such Potential Transferred Agreements (to the extent the Potential Transferred Agreement is an

executory contract or lease) and notice of the related proposed Cure Costs upon each non-debtor counterparty to such Potential Transferred Agreements. The service of the Assumption and Assignment Notice was timely, good, sufficient and appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the assumption and assignment of the Assigned Agreements, including without limitation the Designatable Leases and any Additional Contracts that were listed as Potential Transferred Agreements; provided, however, that further notice is required as provided for in paragraphs FF.34 and FF.38 herein. *See Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* (Docket No. 1731); *see also Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* (Docket No. 1774); *see also Affidavits of Service* (Docket Nos. 1969, 2132, 2162); *see also Second Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction*; *see also Affidavit of Service* (Docket No. 2314); *see also Affidavit of Service* (Docket No. 2417) . All non-debtor parties to the Potential Transferred Agreements (to the extent the Potential Transferred Agreement is an executory contract or lease and was listed on the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* or *Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction*) have had a reasonable opportunity to object both to the Cure Costs listed on the applicable Assumption and Assignment Notice and, for Assigned Agreements other than Designatable Leases and Additional Contracts (to the extent the Additional Contracts are executory contracts), to the assumption and

assignment of the Assigned Agreements to the Buyer in accordance with the Bidding Procedures Order.

R. **Satisfaction of Section 363(f) Standards.** Except as expressly provided for in this Sale Order, the Debtors may sell the Acquired Assets that are owned by the Debtors free and clear of all liens, claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, mortgages, deeds of trust, pledges, charges, security interests, of whatever kind or nature, rights of first refusal, rights of offset or recoupment, royalties, conditional sales or title retention agreements, hypothecations, preferences, debts, easements, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign domestic governmental entity, taxes (including foreign, state and local taxes), covenants, restrictions, indentures, instruments, leases, options, off-sets, recoupments, claims for reimbursement or subrogation, contribution, indemnity or exoneration, encumbrances and other interests of any kind or nature whatsoever against any of the Debtors or the Acquired Assets owned by them, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employment or labor law claims or liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims or claims for taxes of or against any of the Debtors, any claims under, or trusts or liens created by, PACA,<sup>9</sup> and any derivative, vicarious, transferee or successor liability claims, alter ego claims, *de facto* merger claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United

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<sup>9</sup> “PACA” means The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or any similar state laws.

States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether known or unknown, contingent or matured, liquidated or unliquidated, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material statutory or non-statutory, legal or equitable, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to any of the Debtors, any of the Debtors' interests in the Acquired Assets, the operation of any of the Debtors' businesses before the effective time of the Closing and for each Assigned Agreement (subject to the payment of Cure Costs as required under section 365(b) of the Bankruptcy Code), the applicable Assumption Effective Date, pursuant to the Asset Purchase Agreement, or the transfer of any of the Debtors' interests in the Acquired Assets to the Buyer, and all Excluded Liabilities; (collectively, excluding any Assumed Liabilities, the "Claims"), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied; provided, however, that, nothing herein shall be deemed, or construed as, a ruling or determination by this Court that the Assumed Liabilities encumber the Acquired Assets. Without limiting the generality of the foregoing, "Claims" shall include any and all liabilities or obligations whatsoever arising under or out of, in connection with, or in any way relating to: (1) any of the employee benefit plans, including any Claims related to unpaid contributions or current or potential withdrawal or termination liability; (2) any of the Debtors' collective bargaining agreements; (3) the Worker Adjustment and Retraining Notification Act of 1988; and (4) any of the Debtors' current and former employees. Those holders of Claims who did not timely object (or who ultimately withdrew their objections, if any) to the Sale Transaction or the Sale Motion are deemed

to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object that have an interest in the Acquired Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claim pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Claims that constitute interests in the Acquired Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Acquired Assets shall be forever barred, estopped and permanently enjoined from creating, perfecting, pursuing, enforcing, attaching, collecting, recovering, or asserting such Claims against the Buyer or any of its assets, property, affiliates, successors, assigns, or the Acquired Assets.

S. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Acquired Assets that are owned by the Debtors was not free and clear of all Claims, if the Buyer would, or in the future could, be liable for any such Claims, including, as applicable, certain liabilities related to the Business that will not be assumed by the Buyer, as described in the Asset Purchase Agreement, or if the Credit Bid Release or the Credit Bid were not components of the Sale Transaction. A sale of the Acquired Assets owned by the Debtors other than one free and clear of all Claims would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale Transaction.

T. The total consideration to be provided under the Asset Purchase Agreement reflects the Buyer's reliance on this Sale Order to provide it, pursuant to sections 105(a) and 363(f) of the

Bankruptcy Code, with title to and possession of the Acquired Assets owned by the Debtors free and clear of all Claims (including, without limitation, any potential derivative, vicarious, transferee or successor liability claims).

U. As of the Closing, the transfer of the Acquired Assets of the Debtors to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Buyer with all rights, title and interest of the Debtors in, and to, the Acquired Assets, free and clear of all Claims.

V. **Assumption and Assignment of Assigned Agreements.** The assumption and assignment of the Assigned Agreements are integral to the Asset Purchase Agreement, are in the best interests of the Debtors and their estates, and represent the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assigned Agreements (i) is necessary to sell the Acquired Assets to the Buyer, (ii) allows the Debtors to sell their business to the Buyer as a going concern, (iii) limits the losses suffered by counterparties to the Assigned Agreements, and (iv) maximizes the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assigned Agreements.

W. **Validity of the Transfer.** As of the Closing, the transfer of the Acquired Assets to the Buyer will be a legal, valid and effective transfer of the Acquired Assets, and will vest the Buyer with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all Claims against the Debtors. The consummation of the Sale Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code and

all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

X. **Corporate Power and Authority.** The Debtors (i) have full corporate or limited liability company (as applicable) power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized by all necessary corporate or other action of the Debtors, (ii) have all of the corporate or limited liability company (as applicable) power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, and (iii) upon entry of this Sale Order, other than as set forth in the Asset Purchase Agreement (including, without limitation, with respect to antitrust matters), need no consent or approval from any other person to consummate the Sale Transaction.

Y. **Valid and Binding Contract.** The Asset Purchase Agreement is a valid and binding contract between the Debtors and the Buyer and shall be enforceable pursuant to its terms. The Asset Purchase Agreement and Related Agreements were not entered into for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession or the District of Columbia. None of the Debtors nor the Buyer is, or will be, entering into the Asset Purchase Agreement and transactions contemplated therein fraudulently (including with respect to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing) or for an otherwise improper purpose. The Asset Purchase Agreement and the Sale Transaction itself, and the consummation thereof shall be specifically enforceable against and binding upon (without

posting any bond) the Debtors, and any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

Z. The Sale Transaction does not constitute a *de facto* plan of reorganization or liquidation as it does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors; (iii) circumvent chapter 11 safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests or extend debt maturities. Entry into the Asset Purchase Agreement and the Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan for the Debtors. Entry into the Asset Purchase Agreement does not constitute a *sub rosa* chapter 11 plan.

AA. **Valid and Binding Release.** The proposed compromise and resolution embodied in the Credit Bid Release (as defined below and as reflected in Section 9.13 of the Asset Purchase Agreement) is reasonable and appropriate and a valid exercise of the Debtors' business judgment, and the consideration provided for in the Asset Purchase Agreement, including the Credit Bid Release Consideration and other good and valuable consideration provided to the Debtors and their Estates in connection with the Sale Transaction, constitutes fair and appropriate consideration for the Credit Bid Release. The Credit Bid Release is required by the Buyer in order to enter into and perform in accordance with the Sale Transaction and providing such release is in the best interests of the Debtors, their estates, creditors and other parties in interest. The Claims and causes of action released through the Credit Bid Release are complex and in the absence of the release would involve extended and expensive litigation, the outcome of which would be uncertain.

BB. **Debtor Authorization of Non-Debtor Subsidiary Action or Inaction.** The proposed Sale Transaction requires certain of the Debtors to take certain actions with respect to Sears Re, KCD IP, LLC, and the other Foreign Subsidiaries. As further described in the Asset Purchase Agreement, the Sale Transaction contemplates the purchase of the KCD Notes effective upon receipt of the consent of the Bermuda Monetary Authority or any other applicable Bermuda regulatory authority, to authorize the sale of the KCD Notes to Buyer (the “KCD Notes Purchase”). The Asset Purchase Agreement includes other conditions with respect to the KCD Notes that have been satisfied. First, Sears Re has agreed to be bound by the terms of the Asset Purchase Agreement prior to the deadline described therein. Additionally, as further described in Section 9.14 of the Asset Purchase Agreement, and to the extent provided for in and in accordance with the Asset Purchase Agreement, the Sale Transaction contemplates certain restrictions upon Sellers’ and their Affiliates’ (including KCD IP, LLC’s) ability to sell, transfer, assign, encumber, license, sublicense or otherwise grant certain rights or take or fail to take certain actions related to the KCD IP or to amend, terminate, renew, or fail to take certain actions with respect to, certain Contracts related to the KCD IP (the “KCD IP Restrictions”). In accordance with Section 9.14 of the Asset Purchase Agreement, Sellers caused KCD IP, LLC to agree to grant, effective as of the Closing, the Exclusive License (the “KCD Exclusive License Right”). The terms of the KCD Exclusive License Right shall be set forth in an exclusive license agreement, which agreement shall be executed contemporaneous with the Closing. Prior to such time that the BMA Consent is obtained and pursuant to the Services Agreement, the Buyer shall provide services to the Sellers sufficient to perform the PA Liabilities in exchange for which the Sellers shall pay certain consideration to the Buyer (the “KCD Servicing Right”). Pursuant to Section 9.14 of the Asset Purchase Agreement, the Debtors have agreed to certain restrictions on Sellers’ and their Affiliates ability

to sell, assign, or transfer in any way any equity interests in KCD IP, LLC without requiring a condition that the purchaser in such sale, assignment or transfer agrees to the limitations set forth in Section 9.14 therein (the “KCD Equity Transfer Restriction Right” and together with the KCD IP Restrictions, and the KCD Exclusive License Right, the “KCD IP Related Rights”). The Sellers’ obligation to transfer the KCD Notes and the Buyer’s obligation to assume the PA liabilities is dependent upon obtaining the BMA Consent. Furthermore, the Sellers have agreed to use reasonable best efforts to cause each of the Foreign Subsidiaries to, among other things, sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered to the Buyer or the applicable Assignee, all right, title and interest of each of the Foreign Subsidiaries in, to or under the Acquired Foreign Assets, and, in certain circumstances, the Buyer may acquire all of the equity interests in any Foreign Subsidiary and minority equity interests held by non-U.S. Persons or Subsidiaries holding such minority equity interests (the “Foreign Assets Rights”) as provided in the Asset Purchase Agreement. Each of the KCD Notes Purchase, the KCD IP Related Rights and the Foreign Assets Rights are required by Buyer and are reasonable and appropriate exercises of the Debtors’ business judgment and the consideration provided by the Buyer (including the assumption of the Assumed Liabilities) constitutes fair and appropriate consideration to the Debtors and the non-Debtor Sellers.

CC. **Waiver of Bankruptcy Rules 6004(h) and 6006(d).** The sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale Transaction, and the Debtors and the Buyer intend to close the Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as

contemplated by the Asset Purchase Agreement. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regard to this Sale Order, except with respect to adjourned matters.

DD. **Personally Identifiable Information.** As contemplated in the Bidding Procedures Order, and subject to the terms of this Sale Order, the sale to the Buyer under the Asset Purchase Agreement of any personally identifiable information (as such term is defined in section 101(41A) of the Bankruptcy Code) and private health information about individuals is either consistent with the privacy policy of the Debtors in effect on the date of commencement of these chapter 11 cases or consistent with the recommendations of the Consumer Privacy Ombudsman appointed in these chapter 11 cases, as may be modified by agreement of the Parties and the Consumer Privacy Ombudsman, and satisfies the requirements of section 363(b)(1)(A).

EE. **Legal and Factual Bases.** The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

FF. **Necessity of Order.** The Buyer would not consummate the transactions absent the relief provided for in this Sale Order.

**NOW THEREFORE, IT IS HEREBY ORDERED THAT:**

1. **Motion is Granted.** The Sale Motion and the relief requested therein to the extent not previously granted by this Court pursuant to the Bidding Procedures Order is granted and approved solely to the extent set forth herein.

2. **Findings of Fact and Conclusions.** The Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the hearing with respect to the Bidding Procedures Order are incorporated herein by reference.

3. **Objections Overruled.** All objections, to the Sale Motion or the relief requested therein, and any joinders thereto, that have not been withdrawn with prejudice, waived, settled, or otherwise resolved as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits and with prejudice; provided that the objections filed to the proposed Cure Costs for the Contracts and Leases on the Initial Assigned Agreements list attached hereto as Exhibit A are preserved and will be treated in accordance with paragraph 29 of this Sale Order; provided further that: (i) all timely filed objections to the assumption and assignment of a Contract or Lease that is not an Initial Assigned Agreement, including, without limitation, as to adequate assurance of future performance and to the payment of all amounts due and owing and performance of all other obligations under a Contract or Lease, but not as to any other objections to approval of the Sale Transaction itself pursuant to section 363 of the Bankruptcy Code, are adjourned and all parties' rights as to such issues are fully preserved and will be determined if and to the extent the applicable Contract or Lease is designated for assumption and assignment pursuant to the procedures described in this Sale Order; (ii) no finding of fact or conclusion of law set forth herein with respect to the assumption and assignment of the Initial Assigned Agreements shall apply, be binding upon, be law of the case, or operate to collaterally estop any issue, with respect to the assumption and assignment of any other Contract or Lease, other than with respect to the Initial Assigned Agreements; (iii) no Contract or Lease with a Debtor other than the Initial Assigned Agreements as set forth in Exhibit A shall be part of the Acquired Assets unless and until assumption and assignment of such Contract or Lease is approved in accordance with the procedures in this Sale Order; (iv) notwithstanding anything to the contrary herein, including, without limitation, paragraphs M, R, FF.27, and 28, nothing in this Sale Order shall be a determination of the terms

and conditions of the assumption and assignment of any Contract or Lease not on Exhibit A, including, without limitation, the Assignee's obligations in connection with the same; and (v) notwithstanding anything herein or in the Asset Purchase Agreement or any related document to the contrary, all parties' rights are fully reserved with respect to (x) all issues relating to the Buyer's, any other Assignee's and/or the Debtors' obligations to comply with all terms, conditions, covenants and obligations, whether related to the pre- or post-assignment period and (y) the issues set forth in clauses (a) and (b) of paragraph 59 of this Order (the "Reserved Lease Issues"). All holders of Claims or other persons and entities (including any counterparties to Initial Assigned Agreements identified on Exhibit A hereto) that failed to timely object, or withdrew their objections to the Sale Motion, the Sale Transaction, or this Sale Order are deemed to consent to the relief granted herein for all purposes, including pursuant to section 363(f)(2) of the Bankruptcy Code, except to the extent that the procedures described herein provide otherwise. Each holder of any Claim against the Debtors, their estates, or any of the Acquired Assets owned by the Debtors: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented to the Sale Transaction; (ii) could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such Claim; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code.

4. **Notice.** Notice of the Sale Motion and the Sale Hearing was adequate, appropriate, fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006, the Amended Case Management Order, and the Bidding Procedures Order.

5. **Fair Purchase Price.** The consideration provided by the Buyer under the Asset Purchase Agreement, including the portion of the Purchase Price that is the Credit Bid

Amount, the Credit Bid Release Consideration, and the Buyout Option is fair and reasonable and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia. The Credit Bid constitutes a valid, duly authorized credit bid and is proper under the Bidding Procedures Order, sections 363(b) and 363(k) of the Bankruptcy Code, the applicable Prepetition Loan Documents (as defined in the Final DIP Order) and applicable law. The consideration given by the Buyer shall constitute valid and valuable consideration for the Credit Bid Release.

6. **Approval of the Asset Purchase Agreement.** Except as expressly provided herein with respect to the assumption and assignment of contracts and leases (other than Initial Assigned Agreements), the Asset Purchase Agreement, all ancillary documents filed therewith or described therein, the Credit Bid and all other transactions contemplated therein (including, but not limited to, all ancillary agreements contemplated thereby) and all of the terms and conditions thereof, including, without limitation, the Credit Bid pursuant to section 363(k) of the Bankruptcy Code of the Credit Bid Amount, are hereby approved. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement (including, but not limited to, all ancillary agreements and Related Agreements contemplated thereby) be authorized and approved in its entirety, except as provided herein.

7. **Approval of the Credit Bid Release.** As set forth in Section 9.13 of the Asset Purchase Agreement:

(a) Effective upon the Closing, in consideration for the payment by Buyer of the Credit Bid Release Consideration, and other good and valuable consideration provided to the Debtors and their estates by ESL in connection with the Transactions, each Debtor, for itself and its estate, and on behalf of each of its Subsidiaries and controlled Affiliates (each of the foregoing, a “Seller Releasing Party” and together, the “Seller Releasing Parties”), hereby absolutely, unconditionally and irrevocably: (i) releases and forever discharges ESL from any and all Released Estate Claims, whether foreseen or unforeseen, contingent or actual, and whether now known or hereafter discovered, which any of the Seller Releasing Parties ever had or now may have; and (ii) covenants that it shall not seek to disallow, subordinate, recharacterize, avoid, challenge, dispute or collaterally attack the ESL Claims; provided, however, that the assertion of any Claim other than a Released Estate Claim shall not be deemed to violate Section 9.13(a)(ii) of the Asset Purchase Agreement.

(b) Effective upon the Closing, the ESL Claims against the Debtors shall each be deemed allowed for all purposes in the Bankruptcy Cases and under the Bankruptcy Code in the amounts set forth on Exhibit G to the Asset Purchase Agreement, as reduced by the credit bid set forth in Section 3.1(b) of the Asset Purchase Agreement.

(c) After giving effect to the credit bid set forth in Section 3.1(b) of the Asset Purchase Agreement, ESL shall be entitled to assert any deficiency Claims, Claims arising under Section 507(b) of the Bankruptcy Code, or other Claims and causes of action that it may have against the Debtors and their estates in the Chapter 11 Cases, provided that: (i) no Claims or causes of action of ESL shall have recourse to, or any other right of recovery from, any Claims or

causes of action of the Debtors or their estates related to Lands' End, Inc., the "spin-off" (as such term is defined in the Information Statement of Lands' End, Inc. dated March 18, 2014), Seritage Growth Properties, Inc., Seritage Growth Properties, L.P, the "Transaction" (as that term is defined in the registration statement on Form S-11 filed by Seritage Growth Properties, which registration statement became effective on June 9, 2015), any Claim or cause of action involving any intentional misconduct by ESL, or the proceeds of any of the foregoing; (ii) any ESL Claims arising under Section 507(b) of the Bankruptcy Code shall be entitled to distributions of not more than \$50 million from the proceeds of any Claims or causes of action of the Debtors or their estates other than the Claims and causes of action described in the preceding clause (c)(i); provided that, in the event that, in the absence of this clause (c)(ii), any such proceeds to the Debtors or their estates would have resulted in distributions in respect of such ESL Claims in excess of \$50 million, the right, on account of the ESL Claims, to receive such distributions in excess of \$50 million shall be treated as an unsecured claim and receive pro rata recoveries with general unsecured claims other than the Claims and causes of action described in the preceding clause (c)(i); and (iii) notwithstanding any order of the Bankruptcy Court to the contrary or section 1129 of the Bankruptcy Code, it shall not be a condition to confirmation of any chapter 11 plan filed in the Bankruptcy Cases that any ESL Claims arising under Section 507(b) of the Bankruptcy Code be paid in full or in part.

(d) Section 9.13 of the Asset Purchase Agreement, and all statements or negotiations relating hereto, shall be governed by Federal Rule of Evidence 408 and any corresponding state rules of evidence. Without limiting the foregoing, neither Section 9.13 of the Asset Purchase Agreement nor any statements or negotiations relating hereto shall be offered or

received in evidence in any proceeding for any purpose other than to enforce the terms of Section 9.13.

(e) The release set forth in Section 9.13 of the Asset Purchase Agreement and in paragraphs 7(a)-(d) hereof shall be referred to herein as the “Credit Bid Release”. The Credit Bid Release is hereby approved in its entirety, and the Credit Bid Release Consideration and the other consideration provided by Buyer pursuant to the Asset Purchase Agreement is found to be fair consideration for the Credit Bid Release. The Seller Releasing Parties and ESL are authorized and directed to perform under the Credit Bid Release pursuant to its terms and to take any and all actions, including, without limitation, execution and delivery of any documents or papers as may be reasonably necessary to perform or appropriate to implement their obligations arising under the Credit Bid Release.

8. **Approval of Cyrus Release.** Effective upon the Closing, each Seller Releasing Party, hereby absolutely, unconditionally and irrevocably: (i) releases and forever discharges the Cyrus Related Parties from any and all Released Cyrus Claims, whether foreseen or unforeseen, contingent or actual, and whether now known or hereafter discovered, which any of the Seller Releasing Parties ever had or now may have; and (ii) covenants that it shall not seek to disallow, subordinate, recharacterize, avoid, challenge dispute or collaterally attack the Cyrus Claims. “Released Cyrus Claims” shall mean any and all Claims and causes of action of the Debtors and their estates against the Cyrus Related Parties arising under (i) sections 363(k), 502(a) or 510(c) of the Bankruptcy Code; (ii) equitable principles of subordination or recharacterization; or (iii) any other applicable Law that could be asserted to challenge the allowance of the Cyrus Claims. Effective upon the Closing, the Cyrus Claims against the Debtors shall each be deemed allowed for all purposes in the Bankruptcy Cases and under the Bankruptcy Code, as reduced by any

amounts included in the Credit Bid. After giving effect to the Credit Bid, the Cyrus Related Parties shall be entitled to assert any deficiency Claims, Claims arising under Section 507(b) of the Bankruptcy Code, or other Claims and causes of action that it may have against the Debtors and their estates in the Chapter 11 Cases, subject to any defenses of the Debtors to any such claims that might be asserted by Cyrus or any claims of the Debtors against Cyrus, including in connection with any claims or causes of action relating to the medium term notes matters that are the subject of Rule 2004 examination by the Debtors and the Creditors' Committee. All such claims of the Debtors and their estates are fully preserved (other than the Released Cyrus Claims). For the avoidance of doubt, the Cyrus Release shall be no broader than the Credit Bid Release set forth in paragraph 7(a) of this Sale Order. The release set forth in this paragraph shall be referred to herein as the "Cyrus Release". The Cyrus Release is hereby approved in its entirety and the consideration provided by the Buyer pursuant to the Asset Purchase Agreement is found to be fair consideration for the Cyrus Release. The Seller Releasing Parties and the Cyrus Related Parties are authorized and directed to perform under the Cyrus Release pursuant to its terms and to take any and all actions, including, without limitation, execution and delivery of any documents or papers as may be reasonably necessary to perform or appropriate to implement their obligations arising under the Cyrus Release.

9. **Discharge of Credit Bid Claims.** Upon the Closing Date, the portion of the ESL Claims and the Cyrus Claims that is used as part of the Credit Bid shall be deemed discharged against the Debtors and satisfied in full. For the avoidance of doubt, the ESL Claims and the Cyrus Claims shall remain outstanding against the Debtors and their estates with respect to all amounts other than the amount that is Credit Bid in accordance with Section 3.1(b) of the Asset Purchase Agreement.

10. **Approval of Debtor Authorization of Non-Debtor Subsidiary Action or**

**Inaction.** The Debtors are authorized and directed to perform their obligations in accordance with the Asset Purchase Agreement, their obligations with respect to the KCD Notes Purchase, the KCD IP Related Rights, and the Foreign Assets Rights, including to take any and all actions, including, without limitation, execution and delivery of any documents or papers as may be reasonably necessary to perform or appropriate to implement their obligations arising with respect to the KCD Notes Purchase, the KCD IP Related Rights, and the Foreign Assets Rights. The Debtors are hereby authorized in accordance with section 105(a) of the Bankruptcy Code, to cause KCD IP, LLC to execute and deliver to Buyer, such documents or other instruments as may be necessary to license the KCD IP to the Buyer as provided in the Asset Purchase Agreement, subject in all respects to KCD's compliance with the terms of the KCD Prepetition Agreements and the KCD Indenture. Notwithstanding anything provided for herein, nothing in this Order authorizes the assumption or assignment of any prepetition license agreements between KCD and any of the Sellers, as well as any agreements between KCD and Sears Holdings Management Corporation and/or Sears Brands Business Unit Corporation, or the Trademark Security Agreement between KCD and U.S. Bank, National Association ("KCD Indenture Trustee") (such agreements, collectively, the "KCD Prepetition Agreements"). In the event the Debtors seek to assume or assign any or all of the KCD Prepetition Agreements in the future, such assumption or assignment may only be approved on not less than ten (10) days' notice to the KCD Indenture Trustee, Pension Benefit Guaranty Corporation, and all parties to such KCD Pre-Petition Agreements (as the case may be), and an opportunity for the KCD Indenture Trustee and such parties to object to any such assumption and assignment and any proposed cure amounts. Furthermore, nothing in this Order in any way abridges, waives or modifies the rights of the KCD Indenture Trustee under or in

connection the KCD Indenture or the collateral provided thereunder or under the KCD Pre-Petition Agreements. This Order is without prejudice to, and does not alter or amend the KCD Indenture Trustee's rights or ability to take any action consistent with its duties or obligations arising under the KCD Indenture or under the KCD Pre-Petition Agreements, and all such rights are expressly preserved. Further, nothing in this Order shall prejudice or impact the rights of the holders of the KCD Notes to exercise any rights they may have under the KCD Indenture, including without limitation their right to direct the KCD Indenture Trustee.

11. **Consummation of Sale Transaction.** Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors, as well as their officers, employees and agents, are authorized to enter into, execute, deliver and perform their obligations under and comply with the terms of the Asset Purchase Agreement and the Related Agreements and to close and consummate the Sale Transaction, including by taking any and all actions as may be reasonably necessary or desirable to implement the Sale Transaction and each of the transactions contemplated thereby pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, the Related Agreements, and this Sale Order.

(a) **Approval of Conversion of Subsidiaries.** As set forth in Section 9.2(a) of the Asset Purchase Agreement, the Debtors are required (subject to certain qualifications and exceptions) to take actions as instructed by Buyer in order to secure and preserve the qualifications of certain of the transactions contemplated by the Asset Purchase Agreement as reorganizations for U.S. federal income tax purposes in connection with which Buyer bears responsibility for any consequential tax or costs. In accordance with such instructions, the Debtors may be directed to convert any of the corporate subsidiaries of Sears Holding Corporation into limited liability companies whether on or before the Closing Date of the Asset Purchase

Agreement or anytime afterwards. The Debtors are hereby authorized to convert any such corporate subsidiaries of Sears Holding Corporation to limited liability companies as directed by Buyer in accordance with Section 9.2(a) of the Asset Purchase Agreement.

(b) Approval of the Steps Described in Schedule 9.2. As set forth in Section 9.2(a) of the Asset Purchase Agreement, the Debtors are required (subject to certain qualifications and exceptions) to take actions as instructed by Buyer in order to secure and preserve the qualifications of certain of the transactions contemplated by the Asset Purchase Agreement as reorganizations for U.S. federal income tax purposes in connection with which Buyer bears responsibility for any consequential tax or costs. In accordance with such instructions, the Debtors are required to take the steps described in Schedule 9.2 of the Asset Purchase Agreement as soon as practicable after the Closing. The Debtors are hereby authorized to take the steps described in Schedule 9.2 of the Asset Purchase Agreement.

12. The Debtors, their affiliates and their respective officers, employees and agents, are authorized to execute and deliver, and authorized to perform under, consummate and implement all additional instruments and documents that may be necessary or desirable to implement the Asset Purchase Agreement and Related Agreements, including the transfer and the assignment of all the Acquired Assets, and the assumption and assignment of all the Assigned Agreements, and to take all further actions as may be (i) reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's possession, the Acquired Assets or (ii) necessary or appropriate to the performance of the obligations contemplated by the Asset Purchase Agreement or to implement the Sale Transaction, including pursuant to this Sale Order, all without further order of the Court.

13. All Persons that are currently in possession of some or all of the Acquired Assets are hereby directed to surrender possession of such Acquired Assets to the Buyer as of the Closing or at such later time as the Buyer reasonably requests. To the extent required by the Asset Purchase Agreement, the Debtors agree to exercise commercially reasonable efforts to assist the Buyer in assuring that all Persons that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets will surrender possession of the Acquired Assets to either (i) the Debtors before the Closing Date or (ii) the Buyer on or after the Closing Date.

14. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets owned by the Debtors to the Buyer in accordance with the Asset Purchase Agreement and this Sale Order; provided that the foregoing restriction shall not prevent any party from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

15. Each Assignee has provided or will provide, as applicable, adequate assurance of future performance of and under the Initial Assigned Agreements, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code.

16. **Direction to Creditors and Parties in Interest.** On the Closing, each of the Debtors' creditors and the holders of any Claims are authorized and directed to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims in the Acquired Assets, if any, as such Claims may otherwise exist.

17. **Direction to Government Agencies.** Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or

instruments or who may be required to report or insure any title in or to the Acquired Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Asset Purchase Agreement and approved by this Sale Order. The Buyer and Seller are each authorized to designate a power of attorney regarding the conveyance of properties in Puerto Rico for recording purposes which properties may be described in such power of attorney including the following: (i) Fajardo: Property registered at page 178 of volume 514 of Fajardo, Registry of Property of Puerto Rico, property number 19,514; (ii) Guayama: Property registered at page 7 of volume 382 of Guayama, Registry of Property of Puerto Rico, property number 13,562; and (iii) Río Piedras site 8975 is composed of two properties: (x) property registered at page 221 of volume 466 of Monacillos, Registry of Property of Puerto Rico San Juan V Section, property number 17,328, and (y) property registered at page 181 of volume 302 of Río Piedras, Registry of the Property of Puerto Rico San Juan V Section, property 9,717.

18. **Assumption of Protection Agreement Obligations.** Pursuant to and in accordance with Section 2.3(e) of the Asset Purchase Agreement, the Buyer has expressly assumed Sellers' obligations (the "Assumed Protection Agreement Obligations") with respect to warranties and protection agreements or other services contracts (other than warranties relating to Intellectual Property) for the goods and services of Sellers sold or performed prior to the Closing, including any obligations owed by Sears Re to any Seller in respect of reinsurance of such warranties and protection agreements (collectively, the "Assumed Protection Agreements"). To the fullest extent permitted by applicable law, the Buyer is authorized to operate in place of the Sellers with respect to the Assumed Protection Agreements and to take any actions contemplated to be taken by the Sellers thereunder, including collecting any amounts payable by any counterparty to any such

Assumed Protection Agreement and performing the Assumed Protection Agreement Obligations. The Court hereby orders that the Sellers and all other parties in interest shall cooperate in respect of Buyer's operation in place of the Sellers under the Assumed Protection Agreements, including, without limitation, by furnishing such documents or records as are necessary to the Buyer to perform the Assumed Protection Agreement Obligations without interruption. Moreover, except for good cause based on violations of Law unrelated to the assumption by the Buyer of the Assumed Protection Agreement Obligations occurring pursuant to the Asset Purchase Agreement and this Sale Order, no regulatory agency (including, without limitation, any state insurance regulator) shall interrupt Buyer's performance of the Assumed Protection Agreement Obligations from and after the Closing Date without first obtaining relief from this Court. The Buyer may continue to perform the Assumed Protection Agreement Obligations under any existing licenses or permits of the Sellers, with no interruption of the right of the Buyer to so perform, until any required licenses and permits have been transferred to the Buyer by Sellers, or new licenses and permits have been issued to the Buyer.

19. **Transfer of the Acquired Assets Free and Clear.** Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets owned by the Debtors, including, without limitation, Designated Agreements (as defined below) in accordance with the terms of the Asset Purchase Agreement and this Sale Order. The Acquired Assets shall be transferred to the Buyer in accordance with the terms of the Asset Purchase Agreement and this Sale Order, and upon the Closing, such transfer shall: (i) be valid, legal, binding and effective; (ii) vest the Buyer with all right, title and interest of the Debtors in the Acquired Assets; and (iii) be free and clear of all Claims against the Debtors and the Acquired Assets owned by the Debtors (including Claims of any Governmental Authority) in accordance

with section 363(f) of the Bankruptcy Code, with the net proceeds of the Sale Transaction from the Acquired Assets upon which the DIP ABL Lenders (as defined in the Final DIP Order) have a first lien being used to repay in full in cash all DIP ABL Secured Obligations (as defined in the Final DIP Order) on the Closing and all other Claims (including, without limitation, contingent indemnification obligations) that represent interests in property shall attach to the net proceeds of the Sale Transaction, in the same order of their priority and with the same validity, force and effect which they now have against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto, in each case immediately before the Closing. The cash portion of the Purchase Price, to the extent payable, that is paid in connection with a Buyout Option shall be deposited and held in segregated accounts in accordance with Section 3.1 of the Asset Purchase Agreement with the Liens of any lenders other than Buyer or Affiliates attaching to the cash proceeds held in the applicable designated segregated account in the same order of priority and with the same validity, force and effect as the original Liens of such lenders, and such proceeds shall be released to such lenders within two (2) business days following the Closing Date and shall not otherwise be used by the Debtors without further order of the Bankruptcy Court. Notwithstanding anything to the contrary herein or in the Asset Purchase Agreement, nothing in this Order shall approve the sale or transfer of any Acquired Assets of non-Debtors free and clear of Claims pursuant to section 363(f) of the Bankruptcy Code. Notwithstanding the foregoing or any other provision of this Sale Order or the Asset Purchase Agreement to the contrary, the transfer of the Acquired Assets to the Buyer shall not be free and clear of, and shall not impair in any respect, any (A) setoff or recoupment rights or other affirmative defenses to payment held by either: (1) any party to an Initial Assigned Agreement (other than the Debtors), including, without limitation, Cross Country Home Service, Inc., that timely filed an objection preserving such right or defense,

pursuant to the terms of such Assigned Agreements and applicable law, including without limitation any valid return and credit rights under such Assigned Agreements; (2) any party to an Assigned Agreement (other than the Debtors) that is not an Initial Assigned Agreement on Exhibit A that filed a timely objection preserving such right or defense, including, without limitation, the Amazon entities listed in the exhibits to the objection filed as Docket No. 1986 (collectively, "Amazon"), Cardinal Health 110, LLC ("CH 110"), Cardinal Health 112, LLC ("CH 112"), and Cardinal Health PR 120, Inc. ("CH PR 120," and together with CH 110 and CH 112, collectively hereinafter "Cardinal Health"), LG Electronics USA, Inc. ("LGEUS") and LG Electronics Alabama, Inc.(collectively with LGEUS and each individually, "LG") and Valvoline LLC, pursuant to the terms of such Assigned Agreements, (I) the Alliance Agreement (as defined in Limited Objection And Reservation of Rights Of LG Electronics USA, Inc. And LG Electronics Alabama, Inc. To The Global Asset Sale Transaction; Notice of Cure Costs and Potential Assumption And Assignment of Executory Contracts And Unexpired Leases in Connection With Global Sale Transaction; and Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transactions, Docket No. 2079 (the "LG Limited Objection and Reservation of Rights")), (II) the Kenmore Supply Agreement and MSA, as defined in the LG Limited Objection and Reservation of Rights, and (III) all other contracts giving rise to the Acquired Receivables, and/or (IV) applicable law, including without limitation, any valid return and credit rights; all amounts owing under the MSA; all rebates; credits; allowances; credit memos; and accruals under such Assigned Agreements and the other foregoing agreements, and the applicable non-Debtor counterparty shall subsequently provide a notice setting forth the monetary amount of rights of recoupment and setoff believed to be currently outstanding as of the time of receipt of the applicable

Designated Lease Notice or Designated Additional Contract Notice to counsel for the Debtors and the Buyer on or before eight (8) days after such non-Debtor counterparty's and such counterparty's counsel's (if known) receipt of the applicable Designated Lease Notice or Designated Additional Contract Notice (with any disputes over such amount resolved as provided in paragraph 35 of this Sale Order), or (3) any party that filed a timely objection and is an obligor on any Acquired Receivables, including, without limitation, Amazon, Cardinal Health, LG and Valvoline LLC, pursuant to the terms of the contracts giving rise to such Acquired Receivables and/or applicable law, whether or not such contracts are being assumed and assigned by the Debtors to the Buyer, including without limitation, any valid return, refund and credit rights; all amounts owing under the MSA; allowances; rebates; credits; credit memos; and accruals under such contracts, and (B) rights of LGEUS to directly sell Sears Branded Products Safety Stock (as defined in the Kenmore Supply Agreement) and/or Finished Goods (as defined in the Kenmore Supply Agreement) in accordance with ¶8.C.ii and ¶8.F of the Kenmore Supply Agreement (as defined in the LG Limited Objection and Reservation of Rights), including, without limitation, the obligations and restrictions imposed on LGEUS thereunder. Notwithstanding the foregoing, with respect to those tenants and subtenants that filed an objection to the sale, all rights are reserved with respect to (i) all tenants' or subtenants' rights to assert validly enforceable rights under section 365(h) or Section 363(e) of the Bankruptcy Code and applicable agreements and state law and objections to the ability of the Debtors to assume and assign leases or sell real property free and clear of tenants' or subtenants' interests under Section 363(f) of the Bankruptcy Code (and Debtors' or Buyers' rights to contest such rights) and (ii) the Debtors' rights to assume or reject a lease or sublease where the Debtor is the landlord or sub-landlord and all tenants' or subtenants' objections to the same, including, without limitation, objections to the assumption and assignment of leases or the sale of

real property free and clear of tenants' or subtenants' rights and interests, whether under section 363(f) of the Bankruptcy Code or otherwise. In the event that the parties are unable to resolve the issues in the pending objections, these issues will be set for hearing on a mutually convenient date after closing. Notwithstanding anything in this Sale Order or otherwise to the contrary, any Acquired Assets or Designatable Leases that are subject to or encumbered by a lease or sublease held by a tenant or subtenant as applicable, remains subject to or encumbered by such lease or sublease on and after the Closing, subject to a further hearing on a date to be determined or an agreed upon resolution by such tenant or subtenant, the Debtors, and Buyer.

20. This Sale Order: (i) shall be effective as a determination that, as of the Closing, all Claims against the Debtors have been unconditionally released, discharged and terminated as to the Acquired Assets, and that the conveyances and transfers described herein have been effected; and (ii) is and shall be binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, county and local officials and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Buyer is the assignee and owner of the Acquired Assets free and clear of all Claims, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized and specifically directed to strike recorded Claims against the Acquired Assets owned by the Debtors recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded Claims against the Acquired Assets recorded prior to the date of this Sale Order. All Recording

Officers are hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

21. Following the Closing, no holder of any Claim against the Debtors or their estates shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or based on any actions the Debtors may take in these chapter 11 cases.

22. Except as expressly set forth herein or in the Asset Purchase Agreement, the Buyer Related Parties and their successors and assigns shall have no liability for any Claim against the Debtors or the Debtors' estates or Excluded Liabilities, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as a transferee, successor, alter ego, or otherwise, of any kind, nature or character whatsoever, by reason of any theory of law or equity, including Claims or Excluded Liabilities arising under, without limitation: (i) any employment or labor agreements or the termination thereof relating to the Debtors; (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of or related to any of the Debtors or any Debtor's affiliates or predecessors or any current or former employees of any of the foregoing, including, without limitation, the Employee Plans and any participation or other agreements related to the Employee Plans, or the termination of any of the foregoing; (iii) the Debtors' business operations or the cessation thereof; (iv) any litigation involving one or more of the Debtors; and (v) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, claims that might otherwise arise under or pursuant to: (A) the Employee Retirement Income Security Act of 1974, as amended; (B) the Fair Labor Standards Act; (C) Title VII of the Civil Rights Act

of 1964; (D) the Federal Rehabilitation Act of 1973; (E) the National Labor Relations Act; (F) the Worker Adjustment and Retraining Notification Act of 1988; (G) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended; (H) the Americans with Disabilities Act of 1990; (I) the Consolidated Omnibus Budget Reconciliation Act of 1985; (J) the Multiemployer Pension Plan Amendments Act of 1980; (K) state and local discrimination laws; (L) state and local unemployment compensation laws or any other similar state and local laws; (M) state workers' compensation laws; (N) any other state, local or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment or termination of employment with any or all Debtors or any predecessors; (O) any antitrust laws; (P) any product liability or similar laws, whether state or federal or otherwise; (Q) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (R) PACA; (S) any bulk sales or similar laws; (T) any federal, state or local tax statutes, regulations or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (U) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory or any other theory of or related to successor liability.

23. If any Person that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Claims against or in the Debtors or the Acquired Assets owned by the Debtors shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or, as appropriate, releases of all Claims (collectively, the "Release Documents") the Person has with respect to the Debtors or the Acquired Assets or otherwise, then

with regard to the Acquired Assets that are purchased by the Buyer pursuant to the Asset Purchase Agreement and this Sale Order: (i) the Debtors are hereby authorized and directed to, and the Buyer is hereby authorized to, execute and file such statements, instruments, releases and other documents on behalf of the person with respect to the Acquired Assets; (ii) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Acquired Assets; and (iii) the Buyer may seek in this Court or any other court to compel appropriate persons to execute termination statements, instruments of satisfaction, and releases of all Claims with respect to the Acquired Assets other than liabilities expressly assumed under the Asset Purchase Agreement; provided that, notwithstanding anything in this Sale Order or the Asset Purchase Agreement to the contrary, the provisions of this Sale Order shall be self-executing, and neither the Sellers nor Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, county or local government agency, department or office.

24. On the Closing Date, and subject to the terms of this Sale Order, this Sale Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer by the Debtors of the Acquired Assets acquired under the Asset Purchase Agreement or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in all of the Debtors' right, title, and interest in and to the Acquired Assets to the Buyer.

25. To the extent permitted by applicable Law and in accordance with the terms of the Asset Purchase Agreement and the Related Agreements, during the Management Services Period,

the applicable Sellers shall remain the manager, controller or operator of each Acquired Property, Occupancy Leased Premise and Sparrow Property solely to the limited extent required for any Permit applicable to such Acquired Property, Occupancy Leased Premise or Sparrow Property (in the case of the Sparrow Properties, solely to the extent of any Sellers' rights related to the Sparrow Properties) to remain effective (the "Management Services"). Notwithstanding the foregoing, to the fullest extent permitted by applicable Law, Buyer and its Affiliated Designees are appointed as agent of such Seller to manage, control and operate each of: (i) the Acquired Properties; (ii) Occupancy Leased Premises; and (iii) the Sparrow Properties (in the case of the Sparrow Properties, solely to the extent of any Sellers' rights related to the Sparrow Properties) at which Management Services are being provided (collectively, the "Managed Properties"). Pursuant to their appointment as Sellers' agent, Buyer and its Affiliated Designees shall be entitled to manage, control and operate each of the Managed Properties as they see fit in their sole discretion (in each case, subject to the terms and conditions of any applicable leases or Restrictive Covenants (as defined below)) and collect and retain all revenues generated by each Managed Property. All existing licenses or permits applicable to the business shall remain in place for the Buyer's or its Applicable Designee or its Applicable Designee benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures and, in furtherance thereof, the Management Services to be provided to the Buyer and its Affiliated Designees pursuant to Section 8.8(b) of the Asset Purchase Agreement are hereby approved in their entirety. Moreover, except for good cause based on violations of Law unrelated to the assumption by the Buyer and its Affiliated Designees of the existing licenses and permits applicable to the business occurring pursuant to the Asset Purchase Agreement and this Sale Order, no licensing or permitting authority or other regulatory agency shall interrupt Buyer's

or any Affiliated Designee's operation of the business from and after the Closing Date without first obtaining relief from this Court. To the extent that Buyer seeks to designate to any person other than Buyer, including Buyer's Affiliates, prior written notice shall be provided to any landlord of the applicable property.

26. **Transition Services.**

(a) Pursuant to the Asset Purchase Agreement, the Parties shall enter into a Services Agreement on the Closing Date pursuant to which, effective as of the Closing Date, Sellers shall provide to Buyer and Buyer shall provide to Sellers, as applicable, certain services for a transitional period following the Closing Date. The Buyer and the Sellers are hereby authorized to execute and deliver any additional documentation as contemplated by the Asset Purchase Agreement, and to perform all such other and further acts as may be required under or in connection with the Services Agreement, including executing the Services Agreement and performing and receiving services thereunder. The Debtors shall serve a copy of the Services Agreement upon all parties that provide services to the Debtors that are subject to the Services Agreement within two (2) Business Days of execution. A form of the Services Agreement (subject to modification in advance of execution) has been filed with the Court and was summarized to the Court at the Hearing. All such parties' rights are reserved, and if any such party raises an issue with respect to the terms of the Services Agreement, which cannot be resolved by agreement of the parties, such issue will be heard by the Court on an expedited basis.

(b) Pursuant to the Asset Purchase Agreement, the Parties shall execute, effective as of the Closing Date, the Occupancy Agreement and the Seller Occupancy Agreement pursuant to which Sellers shall provide Buyer and Buyer shall provide Sellers, as applicable, with the right to occupy and operate certain of the Acquired Assets and the Designated Leases following

the Closing Date. The Buyer and the Sellers are hereby authorized to enter into, execute and deliver any additional documentation as contemplated by the Asset Purchase Agreement, with respect to the Occupancy Agreement and the Seller Occupancy Agreement and to perform all such other and further acts as may be required under or in connection with the Occupancy Agreement and the Seller Occupancy Agreement.

(c) Notwithstanding any other provision of this Sale Order, if the Debtors, after the Closing, remain the owners of any pharmacy scripts, prescription lists or any Inventory (as defined in the Asset Purchase Agreement) consisting of prescription medication or related pharmaceutical Inventory (the "Pharmacy Collateral") or any other Acquired Assets solely to effect an orderly transition of such Acquired Assets to the Buyer (such Acquired Assets, including any Pharmacy Collateral, the "Transition Assets"), including, without limitation, to allow time to resolve regulatory or other legal issues, (i) such Transition Assets shall be free and clear of any and all Claims in accordance with the terms of this Sale Order as if such Transition Assets were transferred to the Buyer as of the Closing and (ii) the Debtors are hereby authorized to grant to the agent (the "Transform ABL Agent"), for the benefit of itself, the lenders and the other credit parties under the ABL Financing (as defined in the Asset Purchase Agreement) (collectively, the "Transform Credit Parties"), continuing, valid, binding and non-avoidable, automatically and properly perfected first priority liens on and security interests in the Transition Assets to the same extent the Transform ABL Agent would have a lien in such Transition Assets had ownership been transferred to the Buyer at Closing (the "Transition Liens") as security for the full and prompt performance and payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations under the financing documents evidencing the ABL Financing (the "Transform Financing Documents") and the Debtors shall honor the Transition Liens as if the

Debtors were parties to the Transform Financing Documents, and had granted the liens thereunder. The Transition Liens granted by the Debtors shall be deemed automatically and properly perfected valid and enforceable simultaneously with the occurrence of Closing pursuant to the terms of this Sale Order without the necessity of the execution of security agreements, control agreements, pledge agreements, financing statements, mortgages, schedules or other similar documents, or the possession or control of the Transform Credit Parties of any Transition Assets. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to (a) permit the Debtors to grant the Transition Liens and (b) permit the Transform Credit Parties to take any and all actions and exercise any and all remedies with respect to the Transition Liens as if such liens were granted under the Transform Financing Documents; *provided, however*, that the Buyer shall bear any costs incurred by the Debtors in connection with the Transition Liens, including participating in or responding to any enforcement actions taken by the Transform Credit Parties with respect to the Transition Assets or the Transition Liens. Immediately upon transfer of any of the Transition Assets to the Buyer, (i) the Transition Assets so transferred shall become subject in all respects to the liens and security interests granted for the benefit of the Transform Credit Parties under the Transform Financing Documents and (ii) the respective Transition Lien over the applicable transferred Transition Assets shall terminate and be of no further force or effect against the Debtors. The Debtors and their successors and assigns are hereby prohibited from granting any lien, mortgage, encumbrance or any other interest, other than the Transition Liens, on all or a portion of the Transition Assets, and any lien, mortgage, encumbrance, or any other interest in contravention of this paragraph, including any liens or claims related to adequate protection under the Final DIP Order (as defined below), the Junior DIP Order or any other order of this Court, shall be void *ab initio*. The Court shall retain jurisdiction to enforce the Transition Liens and any

disputes among the Transform Credit Parties, the Debtors and/or the Buyer with respect to the Transition Liens.

(d) Notwithstanding any other provision of this Sale Order, if the Debtors, after the Closing, remain the owners of any Acquired Assets that are collateral of the Real Estate Financing, solely to effect an orderly transition of such Acquired Assets to the Buyer (such Acquired Assets, the “Transition Real Estate Assets”), including, without limitation, to allow time to resolve regulatory or other legal issues, (i) such Transition Assets shall be free and clear of any and all Claims in accordance with the terms of this Sale Order as if such Transition Assets were transferred to the Buyer as of the Closing and (ii) the Debtors are hereby authorized to grant to the agent (the “Transform Real Estate Agent”), for the benefit of itself and the lenders under the Real Estate Financing (as defined in the Asset Purchase Agreement) (collectively, the “Transform Real Estate Credit Parties”), continuing, valid, binding and non-avoidable, automatically and properly perfected first priority liens on and security interests in the Transition Real Estate Assets to the same extent the Transform Real Estate Agent would have a lien in such Transition Real Estate Assets had ownership been transferred to the Buyer at Closing (the “Transition Real Estate Liens”) as security for the full and prompt performance and payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations under the financing documents evidencing the Real Estate Financing (the “Transform Real Estate Financing Documents”) and the Debtors shall honor the Transition Real Estate Liens as if the Debtors were parties to the Transform Real Estate Financing Documents, and had granted the liens thereunder. The Transition Real Estate Liens granted by the Debtors shall be deemed automatically and properly perfected and valid and enforceable simultaneously with the occurrence of Closing pursuant to the terms of this Sale Order without the necessity of the execution of security agreements, control agreements, pledge

agreements, financing statements, mortgages, schedules or other similar documents, or the possession or control of the Transform Credit Parties of any Transition Assets. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to (a) permit the Debtors to grant the Transition Real Estate Liens and (b) permit the Transform Real Estate Credit Parties to take any and all actions and exercise any and all remedies with respect to the Transition Real Estate Liens as if such liens were granted under the Transform Real Estate Financing Documents; *provided, however*, that the Buyer shall bear any costs incurred by the Debtors in connection with participating in or responding to any enforcement actions taken by the Transform Real Estate Credit Parties with respect to the Transition Real Estate Assets or the Transition Real Estate Liens. Immediately upon transfer of any of the Transition Real Estate Assets to the Buyer, (i) the Transition Real Estate Assets so transferred shall become subject in all respects to the liens and security interests granted for the benefit of the Transform Real Estate Credit Parties under the Transform Real Estate Financing Documents and (ii) the respective Transition Real Estate Lien over the applicable transferred Transition Real Estate Assets shall terminate and be of no further force or effect against the Debtors. The Debtors and their successors and assigns are hereby prohibited from granting any lien, mortgage, encumbrance or any other interest, other than the Transition Real Estate Liens, on all or a portion of the Transition Real Estate Assets, and any lien, mortgage, encumbrance, or any other interest in contravention of this paragraph, including any liens or claims related to adequate protection under the Final DIP Order (as defined below), the Junior DIP Order or any other order of this Court, shall be void *ab initio*. The Court shall retain jurisdiction to enforce the Transition Real Estate Liens and any disputes among the Transform Real Estate Credit Parties, the Debtors and/or the Buyer with respect to the Transition Real Estate Liens.

(e) Notwithstanding the foregoing, any liens granted under paragraphs 26(c) and (d), above, shall not include those unexpired leases of nonresidential real property where any lessor has consent rights over the granting of any such lien and/or the affected lease prohibits the granting of such lien but, in that event, shall include, and be limited to, the proceeds of the prospective disposition of those leases.

(f) Any and all proceeds from the sale of Transition Assets, whenever arising, including all Pharmacy Receivables (as defined in the ABL Financing and the Transform Financing Documents) and Credit Card Receivables (collectively, the “Transition Proceeds”) shall be treated as Acquired Assets and be free and clear of any and all liens and Claims in accordance with the terms of this Sale Order as if such Transition Proceeds were transferred to the Buyer as of the Closing, and shall automatically and without any further action become subject to the first priority liens and security interests of the Transform Credit Parties under the Transform Financing Documents pursuant to the terms of this Sale Order without the necessity of the execution of security agreements, control agreements, pledge agreements, financing statements, mortgages, schedules or other similar documents, or the possession or control of the Transform Credit Parties of any Transition Proceeds.

(g) Pursuant to the Asset Purchase Agreement, the Parties shall enter into an Employee Lease Agreement on the Closing Date pursuant to which, effective as of the Closing Date, Sellers shall provide to the Buyer the services of certain Business Employees for a transitional period. The Buyer and the Sellers are hereby authorized to execute and deliver any additional documentation as contemplated by the Asset Purchase Agreement, and to perform all such other and further acts as may be required under or in connection with the Employee Lease

Agreement, including executing the Employee Lease Agreement and performing and receiving services thereunder.

27. **No Successor or Other Derivative Liability.** By virtue of the Sale Transaction, the Buyer Related Parties and their affiliates, successors and assigns shall not be deemed or considered to: (i) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any or all Debtors; (iii) be consolidated with the Debtors or their estates; or (iv) be an alter ego or a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and the Buyer Related Parties have not assumed nor are they in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except with respect to the Assumed Liabilities. Except as expressly set forth in the Asset Purchase Agreement, the Buyer and its affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind or character, including, without limitation, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any taxes or other Governmental Authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Acquired Assets prior to the Closing Date or arising based on actions of the Debtors taken after the Closing Date; provided, however, that nothing herein shall

limit the liability or obligations of Buyer or any Assignee of a Contract or Lease with respect to the Reserved Lease Issues.

28. **Assumption and Assignment of Assigned Agreements.** Subject to paragraph 29, and conditioned upon the occurrence of the Closing Date and paragraphs 33 to 43 with respect to Designatable Leases and Additional Contracts, the Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assigned Agreements to the Buyer free and clear of all Claims to the extent set forth in this Sale Order, and to execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assigned Agreements to the Buyer as provided in the Asset Purchase Agreement. With respect to each of the Assigned Agreements, the Buyer, in accordance with the provisions of the Asset Purchase Agreement, has cured or will cure before the Closing Date or the Assumption Effective Date, or have provided adequate assurance of the prompt cure after the Closing of, any monetary default required to be cured with respect to the Assigned Agreements under section 365(b)(1) of the Bankruptcy Code, and the Buyer has provided adequate assurance of future performance under the Assigned Agreements in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the non-debtor counterparties to such Assigned Agreements. Upon the applicable Assumption Effective Date with respect to an Assigned Agreement, the Buyer shall be fully and irrevocably vested with all rights, title and interest of the Debtors under such Assigned Agreement and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to breach of such Assigned Agreement occurring after such assumption and assignment to Buyer as provided in section 365(k). Buyer acknowledges and agrees that from and after the applicable Assumption Effective Date with respect to an Assigned Agreement, subject to

and in accordance with the Asset Purchase Agreement, it shall comply with the terms of each of such Assigned Agreement in its entirety, including any indemnification obligations expressly contained in such Assigned Agreement that could arise as a result of events or omissions that occur from and after the Closing, unless any such provisions are not enforceable pursuant to the terms of this Sale Order. The assumption by the Debtors and assignment to the Buyer of any Assigned Agreement shall not be a default under such Assigned Agreement. In accordance with the terms of the Asset Purchase Agreement, with respect to liabilities from any Assumed 503(b)(9) Claims, Buyer shall not be obligated to make any payments in respect of such liabilities until the earlier of: (i) the date that is 120 days following the closing of the sale; and (ii) the date on which a chapter 11 plan is confirmed by the Court with respect to the Debtors; provided further in accordance with the terms of the Asset Purchase Agreement, that with respect to the liabilities from any Other Payables, Buyer shall not be obligated to make any payments in respect of such liabilities until the later of: (i) the Closing Date; and (ii) the date that the applicable obligation thereunder becomes due in the ordinary course of business; provided further, and for the avoidance of doubt, the Buyer's agreement to pay Assumed 503(b)(9) Claims, Specified Payables, or any other administrative or priority claim of the Sellers pursuant to the terms of the Asset Purchase Agreement is a general unsecured contractual obligation of the Buyer owed solely to the Sellers.

29. Provided that assumption of a Contract has been approved by the Bankruptcy Court, all Cure Costs that have not been waived by, or as to which an objection has been filed by, or that have not been otherwise addressed in an alternate arrangement with, any non-debtor party to an Assigned Agreement shall be: (i) paid in cash by the Buyers, on or before the Assumption Effective Date as to the undisputed amounts and (ii) reserved against the establishment of a cash reserve as to any disputed cure amounts by Buyer at least two (2) days after the Assumption Effective Date

(a “Cure Cost Reserve”) and paid promptly upon resolution of any such disputed Cure Cost; provided that to the extent a new agreement by and between the Buyer and the counterparty to the applicable Assigned Agreement is entered into, such agreement shall provide for the Buyer’s payment of applicable Cure Costs in an amount agreed to by the Buyer and the counterparty, and any such agreement shall require the counterparty’s waiver of any and all prepetition claims against the Debtors based on the Assigned Agreement, and any damage claims arising out of the rejection of any such Assigned Agreement, and the Debtors shall have no liability therefor in accordance with the terms of the Asset Purchase Agreement on the applicable Assumption Effective Date to the extent provided in section 365(k) of the Bankruptcy Code. Payment of Cure Costs as required under section 365(b) of the Bankruptcy Code with respect to the Initial Assigned Agreements identified on Exhibit A hereto (including the Citi Card Agreement (as defined below)), shall: (i) be in full satisfaction and cure of any and all defaults under these Assigned Agreements, whether monetary or non-monetary; and (ii) compensate the non-Debtor counterparty for any actual pecuniary loss resulting from such defaults. For the avoidance of doubt, and pursuant to Section 8.9 of the Asset Purchase Agreement, notwithstanding that certain Amended and Restated Master Lease Agreement (the “Sparrow Master Lease”), dated as of March 14, 2018, by and between certain of the Debtors, as lessee, and SRC O.P. LLC, SRC Facilities LLC and SRC Real Estate (TX), LLC, as lessors (collectively, the “Sparrow Entities”) being designated an Initial Assigned Agreement, the Buyer reserves all of its rights with respect to any rent that was due and owing to the Sparrow Entities under the Sparrow Master Lease and that remains unpaid as of the Closing Date, and the Debtors reserve all of their rights and objections with respect thereto.

30. The Debtors served all counterparties to the Initial Assigned Agreements, identified on Exhibit A hereto (including the Citi Card Agreement), with an Assumption and Assignment

Notice and the deadline to object to the Cure Costs and adequate assurance of future performance with respect to the Buyer has passed. Accordingly, unless an objection to the proposed Cure Costs or Adequate Assurance Information with respect to the Buyer was filed and served before the applicable deadline, each non-Debtor party to an Initial Assigned Agreement is forever barred, estopped and permanently enjoined from asserting against the Debtors or the Buyer, their affiliates, successors or assigns or the property of any of them, any default existing as of the date of the Sale Hearing if such default was not raised or asserted prior to or at the Sale Hearing.

31. Nothing in this Sale Order shall affect the rights of the Buyer, to the extent such rights are provided in the Asset Purchase Agreement, to add or remove any Potential Transferred Agreement to or from the list of Assigned Agreements set forth in the Asset Purchase Agreement in accordance with the terms thereof. All of the requirements of sections 365(b) and 365(f), including without limitation, the demonstration of adequate assurance of future performance and Cure Costs required under the Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to the Buyer, solely with respect to the Initial Assigned Agreements identified on Exhibit A hereto (including the Citi Card Agreement). The Buyer has satisfied its adequate assurance of future performance requirements with respect to the Initial Assigned Agreements identified on Exhibit A hereto (including the Citi Card Agreement) and in connection therewith has presented sufficient evidence regarding the Buyer's business plan and demonstrated it is sufficiently capitalized to comply with the necessary obligations under the Initial Assigned Agreements, identified on Exhibit A hereto (including the Citi Card Agreement). All objections to the Debtors', Buyer's or any other Assignee's adequate assurance of financial performance that were timely filed (other than adequate assurance objections that related to the Initial Assigned Agreements identified on Exhibit A hereto (including the Citi Card Agreement)

are fully reserved pending further hearing of this Court and nothing in this Sale Order shall limit such objections in any respect.

32. To the extent a counterparty to an Assigned Agreement failed to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as of the Debtors' filing of the Assumption and Assignment Notice and any such counterparty shall be barred, and forever prohibited from challenging, objecting to or denying the validity and finality of the Cure Cost as of such dates.

33. **Designation Rights Procedures.** The Debtors are authorized, at the direction of the Buyer pursuant to the Asset Purchase Agreement, to seek to assume and to assign pursuant to sections 363 and 365 of the Bankruptcy Code, the Designatable Leases and any Additional Contracts that the Buyer designates for assumption and assignment in accordance with the Asset Purchase Agreement and this Sale Order including to a permitted Assignee, as applicable. Each of the Designatable Leases and Additional Contracts (to the extent the Additional Contracts are executory contracts) constitutes an unexpired lease or executory contract within the meaning of section 365 of the Bankruptcy Code and, at the Buyer's election, will be deemed assumed and assigned by the Debtors on the Assumption Effective Date subject to compliance with and the procedures set forth in the Asset Purchase Agreement and herein.<sup>10</sup> The assumption of any liabilities under a Designatable Lease or such Additional Contracts that are assumed by an Assignee shall constitute a legal, valid and effective delegation of all liabilities thereunder to the applicable Assignee and, following payment of all amounts required to be paid by agreement of the parties or an order of the Court, and except as expressly set forth in the Asset Purchase

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<sup>10</sup> In the case of any conflict between the provisions of the Asset Purchase Agreement and this Order, this Order shall govern.

Agreement or this Sale Order, shall divest the Debtors of all liability with respect to such Designatable Lease or Additional Contract for any breach of such Designatable Lease or Additional Contract occurring after the applicable Designation Assignment Date or any breach of such Additional Contract after the applicable date on which such Additional Contract is assigned to the applicable Assignee in accordance with Section 2.9 of the Asset Purchase Agreement, in each case, to the extent provided in section 365(k) of the Bankruptcy Code.

34. The Debtors served all counterparties to the Designatable Leases and Additional Contracts (to the extent the Additional Contracts are executory contracts) listed as Potential Transferred Agreements (“Designatable Contract Counterparties”) with an Assumption and Assignment Notice and the deadline to object to the Cure Costs and adequate assurance of future performance with respect to the Buyer has passed.<sup>11</sup> Accordingly, unless an objection to the proposed Cure Costs or Adequate Assurance Information with respect to the Buyer was filed and served before the applicable deadline (a “Filed Objection”), the applicable Designatable Contract Counterparty is forever barred from objecting to (i) the Cure Costs and from asserting any additional cure or other amounts with respect to the applicable Designatable Lease or Additional Contract in the event it is assumed and/or assigned by an Assignee, except to the extent such Cure Costs further accrue (being subject to further credits, debits, and adjustments in accordance with

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<sup>11</sup> The Debtors served all counterparties to Potential Transferred Agreements (to the extent the Potential Transferred Agreement is an executory contract or lease and was listed on the Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction or Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction) with an Assumption and Assignment Notice and as of the date of entry of this Sale Order, the deadline to object to Cure Costs has passed. See Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction (Docket No. 1731); see also Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction (Docket No. 1774); see also Affidavits of Service (Docket Nos. 1969, 2132, 2162); see also Second Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction; see also Affidavit of Service (Docket No. 2314); see also Affidavit of Service (Docket No. 2417).]

the terms of the applicable underlying Lease or Contract) following the Debtors' filing of the applicable Assumption and Assignment Notice or (ii) adequate assurance of future performance by the Buyer; provided, however, that in the event that an Additional Contract was not listed as a Potential Transferred Agreement, and accordingly, no Assumption and Assignment notice was served upon the applicable Designatable Contract Counterparty, such Designatable Contract Counterparty shall have eight (8) days after the date on which the applicable supplemental Assumption and Assignment Notice is filed with the Court and served on the applicable Designatable Contract Counterparty (the "Supplemental Additional Contract Cure Objection Deadline"), to: (a) object to the applicable proposed Cure Costs for such Additional Contract and the assumption and assignment of the Additional Contract (the "Supplemental Additional Contract Cure Cost Objection"); and (b) serve the Supplemental Additional Contract Cure Cost Objection (by email, facsimile or hand delivery) so that it is actually received by counsel for the Debtors and the Buyer on or before the Supplemental Additional Contract Cure Objection Deadline; provided, further, however that in the event that a Designatable Contract Counterparty timely asserted a Filed Objection such counterparty shall be permitted to object solely on the basis of an objection to cure costs for such Designatable Lease or Additional Contract or the assumption and assignment of the Designatable Lease or Additional Contract that could not have been raised in its prior objection, until the applicable Designatable Contract Assumption and Assignment Objection Deadline (as defined below).

35. With respect to any Filed Objection, to the extent that the applicable Contract or Lease is designated for assumption and assignment, a Designated Lease Notice or Designated Additional Contract Notice, as applicable, shall be served on the Designatable Contract Counterparty, and the Buyer and the applicable counterparty shall have authority to compromise,

settle or otherwise resolve any Filed Objections without further order of the Court. If the Debtors, the Buyer and the applicable counterparty determine that the objection cannot be resolved without judicial intervention, then the Filed Objection will be determined by the Court (following request for a hearing by the Debtors and/or the Buyer and/or the applicable counterparty filed with the Court and on no less than ten (10) days' notice to the other party).

36. Except as set forth in paragraphs 29 to 35, all Designatable Contract Counterparties' rights under section 365 with respect to the assumption and assignment of the Designatable Leases and Additional Contracts pursuant to the Bankruptcy Code (including, without limitation, as to the provision of adequate assurance of future performance if the Designatable Leases are designated to a third party or with respect to the provision of adequate assurance of future performance of the Buyer if a Filed Objection was timely served) are reserved pending delivery of a notice from Seller to the applicable Designatable Contract Counterparty (i) pursuant to Section 5.2(b) of the Asset Purchase Agreement (a "Designated Lease Notice") following Sellers' receipt of a Buyer Assumption Notice or (ii) promptly following Sellers' receipt of a notice indicating that an Additional Contract has been designated for assignment or assumption and assignment pursuant to Section 2.9 of the Asset Purchase Agreement (a "Designated Additional Contract Notice") and are subject to the procedures and provisions set forth in Paragraphs 37 to 44 and 59 below.

37. Each Designated Lease Notice will set forth the following information, to the best of the Debtors' knowledge: (a) the street address of the real property that is the subject of such Designatable Lease; (b) the name and address of the counterparty of such Designatable Lease (and their counsel, if known); (c) a description of the deadlines and procedures for filing objections to the Designated Lease Notice; (d) the identity of the proposed assignee; (e) information intended to provide the counterparty to the Designatable Lease with adequate assurance of future

performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code, if and only if such Designatable Lease is proposed to be assigned to a third party and (f) the proposed Cure Costs associated with such Designatable Lease; provided, however, that if adequate assurance information is provided pursuant to this paragraph, such adequate assurance information shall be kept strictly confidential and not be used for any purpose other than to (a) evaluate whether adequate assurance requirements under Bankruptcy Code section 365(f)(2)(B) and, if applicable, Bankruptcy Code section 365(b)(3) have been satisfied, and (b) to support any objection to adequate assurance provided by any party including the Buyer and its affiliates.

38. During the Designation Rights Period, the Buyer may designate any Designatable Lease or Additional Contract for assumption and assignment in accordance with the terms of the Asset Purchase Agreement and this Sale Order. In such event, the Debtors shall file with the Court and serve on the applicable Designatable Contract Counterparty a Designated Lease Notice or Designated Additional Contract Notice, together with any applicable Assignment and Assumption of Lease or other applicable assignment agreement with respect to an Additional Contract. If the proposed Assignee is not the Buyer, the Debtors shall also deliver to the applicable Designatable Contract Counterparty (and deliver by email or facsimile to counsel for the applicable Designatable Contract Counterparty, if such counsel has filed a notice of appearance in the Bankruptcy Cases) evidence of adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code with respect to the applicable Designatable Lease or Additional Contract that is proposed to be assumed and assigned to such Assignee.

39. Any party seeking to object to the assumption and assignment of any Designatable Lease or Additional Contract to a proposed Assignee that is not the Buyer on any basis other than the Cure Costs (including, but not limited to, objections to adequate assurance of future

performance if such Designatable Leases are designated to a third party or with respect to the provision of adequate assurance of future performance of the Buyer if a Filed Objection was timely served), must (a) file a written objection in compliance with the Bankruptcy Rules and the Local Rules (a “Designatable Contract Assumption and Assignment Objection”) with the Court, so that such objection is filed no later than eight (8) days after the date on which (i) the applicable Designated Lease Notice or Designated Additional Contract Notice is filed with the Court and (ii) evidence of adequate assurance of future performance required pursuant to the preceding sentence is served on the applicable Designatable Contract Counterparty (the “Designatable Contract Assumption and Assignment Objection Deadline”), and (b) serve the Designatable Contract Assumption and Assignment Objection (by email, facsimile or hand delivery) so that it is actually received by counsel for the Debtors and the Buyer on or before the Designatable Contract Assumption and Assignment Objection Deadline.

40. If no Filed Objection has been filed, or Designatable Contract Assumption and Assignment Objection has been filed by the Designatable Contract Assumption and Assignment Objection Deadline, this Sale Order shall serve as approval of the assumption and assignment of the applicable Designatable Contract or Additional Contract. If a Filed Objection has been filed, or a Designatable Contract Assumption and Assignment Objection is timely filed and not withdrawn or resolved, the Debtors, the Buyer and the objecting Designatable Contract Counterparty shall have authority to compromise, settle or otherwise resolve any objections without further order of the Court. If the Debtors, the Buyer and the objecting Designatable Contract Counterparty determine that the objection cannot be resolved without judicial intervention, then the determination of the assumption and assignment of the Designatable Lease or Additional Contract will be determined by the Court on a date to be scheduled by any of the

Debtors, the Buyer or the objecting Designatable Contract Counterparty (which hearing date shall be no sooner than ten (10) business days following the date of filing of the Designated Lease Notice or Designated Additional Contract Notice), unless the Debtors, the Buyer and the applicable Designatable Contract Counterparty agree otherwise.

41. Pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code, the Buyer shall, on the applicable Assumption Effective Date for a Designatable Lease or Additional Contract, cure all nonmonetary defaults solely to the extent required under section 365 of the Bankruptcy Code and pay to the applicable Designatable Contract Counterparty all undisputed Cure Costs and other such undisputed amounts required with respect to such Designatable Lease or Additional Contract, solely to the extent designated for assumption by the Sellers and assignment to Buyer by written notice from Buyer to Sellers delivered prior to the end of the Designation Rights Period (the “Designated Agreements”). Upon assumption and assignment of any Designated Agreement, the Debtors and the estates shall be relieved of any liability for breach of such Designated Agreement pursuant to section 365(k) of the Bankruptcy Code; provided that, except as expressly provided herein or in the Asset Purchase Agreement or Related Agreements, and except for any obligations in respect of the Reserved Lease Issues, neither the Buyer (except to the extent such obligations constitute Cure Costs) nor the applicable Assignee shall have any obligations under any Designated Agreement that is an Acquired Lease or related Assigned Agreement in respect of any portion of any year-end (or other) adjustment (including, without limitation, for royalties, rents, utilities, taxes, insurance, fees, any common area or other maintenance charges, promotional funds and percentage rent) arising under any of the Acquired Leases or any other Assigned Agreements for the calendar year in which the applicable Lease Assignment occurs attributable to (x) the portion of such calendar year occurring prior to such Lease Assignment or (y) for any previous

calendar year, and the Sellers shall fully indemnify and hold harmless the Buyer and the applicable Assignee with respect thereto.

42. Solely in connection with the Initial Assigned Agreements listed on Exhibit A, upon the applicable Assumption Effective Date, any provision in any Assigned Agreement that purports to declare a breach or default as a result of a change or transfer of control or any interest in respect of the Debtors is unenforceable and all Assigned Agreements shall remain in full force and effect notwithstanding assignment thereof. Solely in connection with the Initial Assigned Agreements listed on Exhibit A, no sections or provisions of any Assigned Agreements, that in any way purport to: (i) prohibit, restrict, or condition the Debtors' assignment of such Assigned Agreement (including, but not limited to, the conditioning of such assignment on the consent of any non-debtor party to such Assigned Agreement); (ii) provide for the cancellation, or modification of the terms of the Assigned Agreement based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (iii) provide for additional payments (e.g., so called "profit" sharing/splitting), penalties, fees, charges, or other financial accommodations in favor of the non-debtor third party to such Assigned Agreement upon assignment thereof; or (iv) provide for any rights of first refusal on a contract counterparty's part, or any recapture or termination rights in favor of a contract counterparty, or any right of a Landlord to take an assignment or sublease from a tenant, shall have any force or effect with respect to the grant and honoring of the Designation Rights or the rights under Section 2.9 of the Asset Purchase Agreement in accordance with this Sale Order and the Asset Purchase Agreement and assignments of Assigned Agreements by the Debtors in accordance therewith, because they constitute unenforceable antiassignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code. Upon assumption and assignment of any Designatable

Lease or Additional Contract pursuant to the procedures set forth herein and in the Asset Purchase Agreement, the applicable Assignee shall enjoy all of the rights and benefits, and shall assume all obligations, under each such Assigned Agreement as of the applicable Assumption Effective Date.

43. Solely in connection with the Initial Assigned Agreements listed on Exhibit A, upon the applicable Assumption Effective Date, except as otherwise expressly agreed by the Buyer and the applicable Designatable Contract Counterparty, notwithstanding any provision in any Designatable Lease that purports to prohibit, restrict or condition such action, upon the assumption and assignment of such Designatable Lease to an Assignee in accordance with the terms of the Asset Purchase Agreement, (x) the applicable Assignee shall be authorized to: (i) use the applicable Lease Premises (as defined in the Asset Purchase Agreement), subject to section 365(b)(3) of the Bankruptcy Code, as a retail store (and related goods and services) upon consummation of the assumption and assignment of such Designatable Lease to such Assignee in accordance with the terms of the Asset Purchase Agreement; (ii) operate such Lease Premises under the Buyer's trade name or any other trade name which the Buyer owns or is authorized to use (including any of the Debtors' trade names); (iii) make such alterations and modifications to the applicable Lease Premises (including signage, together with appropriate changes to existing tenant signage in the respective shopping center or mall, including panels on all pylons, monuments, directional and other ground and off-premises signs where Sellers are presently represented) deemed necessary by such Assignee (subject to all applicable laws including all applicable municipal codes) as are necessary or desirable for such Assignee to conform such Lease Premises to the prototypical retail store (or such Assignee's typical retail store); (iv) remain "dark" with respect to such Lease Premises after such assumption and assignment until the date that is necessary to permit such Assignee to remodel, restock, re-fixture, change signage and/or until

completion of the work described in clause (iii) above (so long as such date is not more than one hundred fifty (150) days after the applicable Designation Assignment Date) or such later date as may be reasonably required for the restoration of the such Lease Premises following any applicable Casualty / Condemnation Event; and (v) exercise, utilize or take advantage of any renewal options and any other current or future rights, benefits, privileges, and options granted or provided to the Debtors under such Designated Agreement (including all of the same which may be described or designated as, or purport to be, "personal" to the Debtors or to a named entity in such Designated Agreement or to be exercisable only by the Debtors or by a named entity or an entity operating under a specific trade name) and (y) neither the Buyer nor the applicable Assignee shall have any responsibility or liability for any Excluded Asset-Sale Taxes and Excluded Asset-Reorganization Taxes. For the avoidance of doubt, all rights of the counterparties to any applicable Designatable Lease are fully reserved in connection with any of the foregoing actions.

44. To the extent that any IP License is designated for assumption and assignment pursuant to Section 2.9 of the Asset Purchase Agreement, on the Assumption Effective Date, such agreement, including the rights and obligations thereunder, will be deemed to have been assumed and assigned to the Buyer as of the Closing Date.

45. **Ipso Facto Clauses Ineffective.** Except as otherwise specifically provided for by order of this Court or the Asset Purchase Agreement, the Assigned Agreements shall be transferred to, and remain in full force and effect for the benefit of, the Buyer or, for applicable Designated Agreements, the Assignee in accordance with their respective terms, including all obligations of the Buyer or, for applicable Designated Agreements, the Assignee as the assignee of the Assigned Agreements, notwithstanding any provision in any such Assigned Agreements (including, without limitation, those of the type described in sections 365(e)(1) and (f) of the Bankruptcy Code) that

prohibits, restricts or conditions such assignment or transfer. There shall be no, and all non-Debtor parties to any Assigned Agreements are forever barred and permanently enjoined from raising or asserting against the Debtors or the Buyer, any defaults, breach, claim, pecuniary loss, rent accelerations, escalations, assignment fees, increases or any other fees charged to the Buyer or the Debtors as a result of the assumption or assignment of the Assigned Agreements or the Closing.

46. Except as otherwise specifically provided for by order of this Court, upon the Debtors' assignment of the Assigned Agreements to the Buyer under the provisions of this Sale Order and full payment of all Cure Costs as required under section 365(b) of the Bankruptcy Code, no default shall exist under any Assigned Agreements, and no counterparty to any Assigned Agreements shall be permitted to declare a default by any Debtor or the Buyer or otherwise take action against the Buyer as a result of any Debtor's financial condition, bankruptcy or failure to perform any of its obligations under the relevant Assigned Agreement. Any provision in an Assigned Agreement that prohibits or conditions the assignment of such Assigned Agreement or allows the counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, refuse to renew, or modify any term or condition upon such assignment, constitutes an unenforceable anti-assignment provision that is void and of no force and effect solely in connection with the transfer thereof pursuant to this Sale Order. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Agreement shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Assigned Agreement.

47. **Statutory Mootness.** The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and is hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code. The Sale

Transaction contemplated by the Asset Purchase Agreement is undertaken by the Buyer and ESL without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall neither affect the validity of the Sale Transaction nor the transfer of the Acquired Assets owned by the Debtors to the Buyer, free and clear of Claims, unless such authorization is duly stayed before the Closing of the Sale Transaction pending such appeal. The Debtors and the Buyer will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Sale Order.

48. **No Avoidance of Asset Purchase Agreement.** Neither the Debtors nor the Buyer Related Parties have engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Asset Purchase Agreement and the Sale Transaction shall not be avoidable under section 363(n) or chapter 5 of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Asset Purchase Agreement or the Sale Transaction.

49. **Waiver of Bankruptcy Rules 6004(h), 6006(d) and 7062.** Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale Transaction and the Debtors and the Buyer intend to close the Sale Transaction as soon as practicable. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing Date, or

risk its appeal will be foreclosed as moot. This Sale Order constitutes a final order upon which the Debtors and the Buyer are entitled to rely. This paragraph 49 shall not apply to Reserved Lease Issues.

50. **Personally Identifiable Information.** After appointment of the Consumer Privacy Ombudsman in these chapter 11 cases, in accordance with section 332 of the Bankruptcy Code, and after giving due consideration to the facts, circumstances and conditions of the Asset Purchase Agreement, as well as the report (as supplemented) of the Consumer Privacy Ombudsman filed with the Court which Buyer agrees to comply with, no showing was made that the sale of personally identifiable information or private health information contemplated in the Asset Purchase Agreement, subject to the terms of this Sale Order, would violate applicable nonbankruptcy law; provided that pre-Closing costs of the Consumer Privacy Ombudsman shall be borne equally between Buyer, on the one hand, and Sellers, on the other hand, to the extent such costs are incurred in relation to the Transactions.

51. **Distribution and Application of Sale Proceeds.**

(a) At the Closing, the Buyer shall pay to the Sellers (in accordance with the terms of the Asset Purchase Agreement), the balance of the purchase price remaining due and owing under the Asset Purchase Agreement. The proceeds of the Sale Transaction shall be applied as provided in the *Final Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (Docket No. 955) (“Final DIP Order”), including to repay at the Closing the DIP ABL Secured Obligations (as defined in the Final DIP Order) in full in cash from the sale of those Acquired Assets upon which the DIP

ABL Credit Parties have a first lien, including all costs and expenses of the DIP ABL Credit Parties set forth in the applicable pay off letter, without the need for any professional for the DIP ABL Credit Parties to deliver or serve any invoices to any other party (including those parties identified in paragraph 19(f) of the Final DIP Order). Notwithstanding the foregoing the Securities Consideration shall be distributed as provided in Schedule 9.2 of the Asset Purchase Agreement. The methodology for allocation of proceeds shall be as set forth in the Asset Purchase Agreement.

(b) With respect to the Cyrus Claims: (i) up to \$350 million of Junior DIP Secured Obligations outstanding under the Junior DIP Order, including all fees, adequate protection amounts due and owing, and interest thereon, may be rolled into a new financing of the Buyer (the “Exit Financing Facility”) on the Closing; and (ii) the Cyrus LC Facility Claims will be rolled over into a new letter of credit facility with the Buyer, and such claims shall be deemed satisfied and fully discharged against the Debtors.

(c) If any order under section 1112 of the Bankruptcy Code is entered in the cases, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code), that this Sale Order, including the rights granted to Buyer hereunder, shall remain effective and, notwithstanding such conversion or dismissal, shall remain binding on parties in interest. This Sale Order shall not be modified by any chapter 11 plan confirmed in the cases or by any subsequent orders of the Court.

52. **Binding Effect of Sale Order.** The terms and provisions of the Asset Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates and their creditors, non-debtor affiliates, any affected third parties, all holders of equity interests in the Debtors, all holders of any claims, whether known or unknown, against the Debtors, any holders of Claims against or on all or any portion of the Acquired Assets

owned by the Debtors, including, but not limited to all contract counterparties, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' chapter 11 cases, and each of their respective affiliates, successors and assigns. The Asset Purchase Agreement and the Sale Order shall inure to the benefit of the Debtors, their estates and creditors, the Buyer and their respective successors and assigns. The Asset Purchase Agreement, the Sale Transaction and this Sale Order shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner or receiver.

53. **Conflicts; Precedence.** In the event that there is a direct conflict between the terms of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in this Sale Order, the Asset Purchase Agreement and any documents executed in connection therewith shall govern, in that order. Nothing contained in any chapter 11 plan hereafter confirmed in these chapter 11 cases, any order confirming such plan, or in any other order of any type or kind entered in these chapter 11 cases (including, without limitation, any order entered after any conversion of any or all of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter, conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order.

54. **Modification of Asset Purchase Agreement.** The Asset Purchase Agreement and Related Agreements, documents or other instruments executed in connection therewith, may be modified, amended or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court; provided that any such

modification, amendment or supplement does not materially change the terms of the Asset Purchase Agreement or Related Agreements, documents or other instruments.

55. **Bulk Sales; Taxes.** No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction (including those relating to taxes other than Transfer Taxes) shall apply in any way to the transactions contemplated by the Asset Purchase Agreement, the Sale Motion or this Sale Order. Except as otherwise expressly provided in the Asset Purchase Agreement, all obligations of the Debtors relating to taxes, whether arising under any law, by the Asset Purchase Agreement, or otherwise, shall be the obligation of and fulfilled and paid by the Debtors.

56. **Lease Deposits and Security.** The Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any Initial Assigned Agreement to the extent not previously provided by the Debtors. All timely Filed Objections that have asserted requests pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any Assigned Agreement other than the Initial Assigned Agreements are hereby adjourned to a hearing at a future date with all parties' rights reserved.

57. **Automatic Stay.** The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement, and Related Agreements, documents or other instruments. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of this Sale Order.

58. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder (and of

each of the agreements executed in connection therewith), to adjudicate disputes related to this Sale Order or the Asset Purchase Agreement (and such other related agreements, documents or other instruments) and to enforce the injunctions set forth herein.

59. **Restrictive Covenants; Master Leases.**

(a) Nothing herein or in the Asset Purchase Agreement or any related document shall authorize, absent further order of the Court or agreement among the Debtors or the Buyer, on the one hand, and the applicable non-Debtor counterparty, on the other hand, the sale of any real estate property owned by any of the Debtors, free and clear of (and shall not extinguish or otherwise diminish) any interests, covenants, or rights applicable to such real estate assets that limit or condition the permitted use of the property such as easements, reciprocal easement agreements, operating or redevelopment agreements, covenants, licenses, or permits (collectively, “Restrictive Covenants”) that are not executory or that run with the land. To the extent that the Debtors or any other party seek to assume and assign any real estate leases to which a Debtor is a party free and clear of any Restrictive Covenant, the Debtors or such party shall file a notice that describes the Restrictive Covenant that the party is seeking to extinguish or otherwise diminish and any non-Debtor counterparty to a Restrictive Covenant will have fourteen (14) calendar days from the filing and service of notice of such requested relief to file and serve an objection thereto; any such issues shall be determined by the Court or otherwise resolved consensually prior to the effectiveness of the assignment of any Lease, and all rights, remedies, and positions of all parties with respect to any such relief are preserved.

(b) Nothing in this Sale Order, the Asset Purchase Agreement, or any other related agreements, documents or other instruments shall be deemed to authorize or shall be argued to permit the Debtors, the Buyer, or any Proposed Assignee, their agents or advisors to take

any action in connection with an unexpired master lease of nonresidential real property to which a Debtor is a party (each such lease, a “Master Lease”) that is not in compliance with, or that would result in a default or breach under, such Master Lease, without an amendment to or waiver under such Master Lease, in accordance with its terms and all consents required for such amendment or waiver under such Master Lease. To the extent that the Debtors or any other party seek to sever a Master Lease for any reason prior to an assumption and assignment of such Master Lease in accordance with the terms of this Sale Order, the Debtors shall file a notice that describes the nature and reason of such severing, and any non-Debtor counterparty to such Master Lease will have fourteen (14) calendar days from the filing and service of notice of such requested relief to file and serve an objection thereto; any such issues shall be determined by the Court or otherwise resolved consensually prior to the effectiveness of the assignment of any lease, and all rights, remedies, and positions of all parties with respect to any such relief are preserved.

60. **Stand Alone L/C Facility**. As of the Closing Date, all obligations of the applicable Debtors with respect to the Letter of Credit and Reimbursement Agreement, dated as of December 28, 2016, among such Debtors, Citibank, N.A., as administrative agent and issuing bank (collectively, “Citi”) and letter of credit lenders party thereto (the “LC lenders”) (as amended from time to time, the “Citi Letter of Credit Agreement”) shall be assumed by the applicable Buyer Affiliate, all obligations of any Debtor thereunder (other than any contingent obligations (including contingent indemnification obligations) that are not yet due and payable) shall be terminated and all collateral provided by the Debtors to secure such obligations shall be released (other than such liens securing contingent indemnification obligations in respect of the Citi Letter of Credit Agreement, which liens shall attach to the net proceeds of the Sale Transaction, in the same order of their priority and with the same validity, force and effect which they now have against the

Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto, in each case immediately before the Closing).

61. **Existing Wells and BAML Letters of Credit.** Notwithstanding the termination of the DIP ABL Facility (as defined in the Final DIP Order), each of the outstanding letters of credit issued by Bank of America, N.A. and Wells Fargo Bank, National Association, pursuant to the DIP ABL Facility, will remain outstanding after the Closing Date in accordance with their respective terms so long as such letters of credit are either (1) cash collateralized in an amount of up to 105% of the face amount of such letters of credit to secure the reimbursement obligations of the Debtors (and their successors and assigns) with respect to such letters of credit on the Closing Date, pursuant to one or more cash collateral agreements between the Buyer and each of Bank of America, N.A. and Wells Fargo Bank, National Association, as Issuing Lenders under the applicable cash collateral agreement (such letters of credit, the “Cash Collateralized Letters of Credit” and such cash collateral agreements, the “Cash Collateral Agreements”), and/or (2) backstopped in an amount of up to 105% of the face amount of such letters of credit to secure the reimbursement obligations of the Debtors (and their successors and assigns) with respect to such letters of credit on the Closing Date (such letters of credit, the “Backstopped Letters of Credit”). The security interests securing the obligations under the DIP ABL Facility, including the security interests securing obligations with respect to each letter of credit issued under the DIP ABL Facility, whether a Cash Collateralized Letter of Credit or a Backstopped Letter of Credit, will be terminated so that such obligations of any Debtors under the DIP ABL Facility are no longer secured by the collateral granted by the Debtors under the DIP ABL Facility, and all such obligations of such Debtors under the DIP ABL Facility will be terminated (other than (x) any contingent obligations that are not yet due and payable and (y) obligations with respect to the Cash

Collateralized Letters of Credit or Backstopped Letters of Credit, which in the case of this clause (y) are being cash collateralized or backstopped by the Buyers pursuant to this paragraph). For the avoidance of doubt, the cash collateral provided for the Cash Collateralized Letter of Credit shall not be property of the Debtors or their estates. The automatic stay imposed under section 362(a) of the Bankruptcy Code shall not apply to the Cash Collateral Agreements or the cash collateral provided therefor. The Buyer shall bear any costs incurred by the Debtors in connection with any Cash Collateralized Letters of Credit or Backstopped Letters of Credit, including any fees payable thereon. For the avoidance of doubt, the Debtors shall not be party to, nor have rights or obligations under, any letter of credit that backstops the Backstopped Letters of Credit.

62. **Direction to Creditors and Parties in Interest.**

(a) In connection with the Credit Bid, each agent, trustee, collateral agent or similar person (each, a “Credit Bid Claim Agent”) that is party to an indenture, credit agreement, security agreement or any similar document or instrument (each, a “Credit Bid Claim Document”) in respect of the credit bid claims is authorized to execute such documents and take all other actions, in accordance with, and subject to the terms of, the applicable Credit Bid Claim Document, as may be necessary to facilitate the Credit Bid, including, without limitation, the *pro rata* allocation and distribution of equity securities of the Buyer (pro rata within each class of creditors), to all creditors holding any obligations of any one or more of the Debtors which are the subject of the Credit Bid (the “Credit Bid Obligations”), including without limitation, the non-ESL holders of the Credit Bid Obligations, and the acknowledgment of the reduction in principal amount of the remaining Credit Bid Obligations as a result of, and in the amount of, the Credit Bid, such reduction to be made *pro rata* to all holders of the Credit Bid Obligations by class of Creditor, including, without limitation, the non-ESL holders of the Credit Bid Obligations. Each

Credit Bid Claim Agent may rely fully on all amounts of equity securities of the Buyer delivered and allocated to it, and the amount of the reduction in the principal amount to be applied to the Credit Bid Obligations for which the Credit Bid Claim Agent is acting in such capacity, as certified by ESL or the Buyer and the applicable Debtor(s) in a written certificate (the "Certificate") to be delivered to the relevant Credit Bid Claim Agent at or prior to the Closing. The Credit Bid Claim Agent may, but shall not be obligated to, make any review or investigation of the accuracy of any of the calculations or numbers set forth in such Certificate. On the Closing Date, Buyer shall pay to each Credit Bid Claim Agent the reasonable fees and expenses invoiced on or prior to the Closing Date (including its reasonable attorneys' fees and disbursements) incurred in connection with the facilitation of the Credit Bid. Anything in this Sale Order to the contrary notwithstanding, nothing in this Order is intended to, or shall, modify or amend the terms and conditions of the Second Lien Security Agreement, all of which shall remain in full force and effect; provided, however, that this sentence shall not impact in any way the sale of the Acquired Assets (including, for the avoidance of doubt, the Transition Assets regardless of whether the Debtors retain title pursuant to the Transition Services Agreement) free and clear of all liens and Claims arising under, in connection with or in any way related to the Second Lien Security Agreement.

(b) Each Credit Bid Claim Agent is hereby released and exculpated from any Claim, cause of action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Credit Bid and the facilitation thereof and any transaction contemplated in connection therewith, other than any such Claim, cause of action, obligation, suit, judgment, damage, demand, loss, or liability stemming from the actual fraud, willful misconduct, or gross negligence of any such Credit Bid Claims Agent.

63. **Citibank Credit Card Agreements.** Pursuant to this Order, the Debtors are assuming and assigning (i) that certain Second Amended and Restated Program Agreement, dated as of October 3, 2018 (the “Citibank Credit Card Program Agreement”), by and among Sears, Roebuck and Co., Sears Brands Business Unit Corporation, the Other Sears Parties (as defined therein) that are parties thereto, and Citibank, N.A. (“Citi”), (ii) the New Merchant Agreement (as defined in the Citibank Credit Card Program Agreement) and (iii) the Marketing Agreement (as defined in the Citibank Credit Card Program Agreement). The Citibank Credit Card Program Agreement, the New Merchant Agreement, and the Marketing Agreement are collectively referred to as the “Citibank Credit Card Agreements.” Nothing in this Order, the Asset Purchase Agreement or any other Sale Transaction document, and neither the Sale Transaction itself nor any act taken in connection with the Sale Transaction, shall impair, invalidate, limit, waive, forfeit or otherwise render ineffective any right of Citi arising under or recognized by any Citibank Credit Card Agreement, including any right in accordance with the terms and conditions of the Citibank Credit Card Agreements to (x) to draw on the “Eligible Letter of Credit” funded under the Citibank Credit Card Program Agreement, in Citi’s sole discretion, (a) to discharge or satisfy contingent liabilities arising under any Integrated Agreement (as defined in the Citibank Credit Card Program Agreement) or (b) to otherwise reimburse Citi for any losses arising out of amounts owing under any Integrated Agreement, in each case of (a) or (b), whether arising prior to, on, or after the Closing Date and whether owed by Seller or Buyer; (y) if such Eligible Letter of Credit is not renewed or replaced in accordance with Section 8.8 of the Citibank Credit Card Program Agreement, to draw on such Eligible Letter of Credit and maintain the reserve by retaining the amount of such draw; and (z) to recoup, setoff or deduct amounts owing to Citi under any of the

Citibank Credit Card Agreements in accordance with the terms thereof, in each case, whether such amounts owed arose prior to, on, or after the Closing Date and whether owed by Seller or Buyer.

64. **Chubb**. Notwithstanding anything to the contrary in the Motion, the Global Bidding Procedures, the Global Bidding Procedures Order, the Asset Purchase Agreement, any cure notice or assumption notice (including, but not limited to, any Assumption and Assignment Notice), or this Sale Order (i) none of the insurance policies or any related agreements (collectively, the “Chubb Insurance Contracts”) issued by any of ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Property and Casualty Insurance Company, Indemnity Insurance Company of North America, Westchester Surplus Lines Insurance Company, Westchester Fire Insurance Company, Illinois Union Insurance Company, Federal Insurance Company, or their respective affiliates or successors (collectively, the “Chubb Companies”), or, except as set forth herein, any rights, benefits, claims, rights to payment and/or recoveries under the Chubb Insurance Contracts shall be sold, assigned or otherwise transferred to the Buyer in connection with the Global Asset Sale Transaction; and (ii) nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts; provided, however, that to the extent any claim seeking insurance policy proceeds under any insurance policies included in the Chubb Insurance Contracts arises with respect to the Business or any Acquired Assets, the Debtors may pursue such claims for such insurance proceeds in accordance with the terms of the insurance policies included in the Chubb Insurance Contracts (and shall pursue such claims if requested by Buyer), and, if applicable, turn over to the Buyer any proceeds in respect of such claims in accordance with section 2.1(q) of the Asset Purchase Agreement (each, a “Proceed Turnover”); provided, further, however, that the Chubb Companies shall not have any duty to

effectuate a Proceed Turnover or liability related to a Proceed Turnover except as provided in the Chubb Insurance Contracts.

65. **National Distribution Centers.** Notwithstanding anything to the contrary herein, the proposed sale of the Kmart-owned property in Greensboro, North Carolina designated as property 30961 and leased to National Distribution Centers (NDC) shall be carved out from this Order, and the proposed sale of this property and all issues raised by NDC in its limited objection (Docket No. 1864) (the “NDC Limited Objection”) and supplement thereto (Docket No. 2376) with respect to the Parking Lot Lease (as defined in the NDC Limited Objection) shall be adjourned for consideration on a future hearing date to be agreed by the parties.

66. **Bank of America Agreements.** Pursuant to this Sale Order, the Debtors are assuming and assigning certain agreements governing the issuance, administration, and servicing of certain credit cards and credit card programs and certain private label letters of credit (such agreements, the “Bank of America Program Agreements”) by Bank of America, N.A. (“Bank of America”). Nothing in this Order, the Asset Purchase Agreement or any other Sale Transaction document, and neither the Sale Transaction itself nor any act taken in connection with the Sale Transaction, shall impair, invalidate, limit, waive, forfeit or otherwise render ineffective any right of Bank of America arising under or recognized by any of the Bank of America Program Agreements, including any right in accordance with the terms and conditions of the Bank of America Program Agreements, to (a) discharge or satisfy contingent liabilities arising under any Bank of America Program Agreement whether arising prior to, on, or after the Closing Date and whether owed by Seller or Buyer; (b) otherwise reimburse Bank of America for any losses arising out of amounts owing under any Bank of America Program Agreement whether arising prior to, on, or after the Closing Date and whether owed by Seller or Buyer; and (c) recoup, setoff or deduct

amounts owing to Bank of America under any of the Bank of America Program Agreements in accordance with the terms thereof, in each case, whether such amounts owed arose prior to, on, or after the Closing Date and whether owed by Seller or Buyer. Further, Bank of America shall have no responsibility or liability for any service disruptions that might occur as a result of any account ownership changes or regulatory requirements that might result from the consummation of the Sale Transaction.

67. **Governmental Units.** Nothing in this Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order or in the Asset Purchase Agreement shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws. Nothing in this Order or the Asset Purchase Agreement authorizes the transfer to the Buyer of any licenses, permits, registrations, or governmental authorizations and approvals without the Buyer's compliance with all applicable legal requirements under non-bankruptcy law governing such transfers.

68. **Transition Use Limitation.** No provision of this Sale Order, the Sale Motion, or the Asset Purchase Agreement shall authorize the Debtors or the Buyer as applicable to use any software or other intellectual property (the "Proprietary Information") owned by or licensed from, or any software-related services provided by, SAP Industries, Inc. and its affiliates SAP America, Inc. and Concur Technologies, Inc. (collectively, "SAP") and Oracle America, Inc. including its partner Rimini Street (collectively, "Oracle"), to the benefit of any other party under any Services

Agreement or otherwise to the extent prohibited by the contracts governing such Proprietary Information or software-related services.

69. **Consent.** No provision of this Sale Order, the Sale Motion, or the Asset Purchase Agreement shall authorize the Debtors or the Buyer as applicable to transfer or sell any Proprietary Information to the Buyer licensed from SAP, Oracle, Microsoft Corporation and its wholly-owned affiliates, Microsoft Licensing, GP, and Microsoft Online, Inc. (collectively, "Microsoft"), LinkedIn Corporation, as applicable, absent the consent of SAP, Oracle, Microsoft, or LinkedIn Corporation, as applicable, to the extent such consent is required under the applicable agreement and such provision is enforceable under applicable law.

70. **Pay-Down of Real Estate 2020 Loan.** Pursuant to Section 11.8 of the Asset Purchase Agreement, to the extent not previously provided, at least one (1) Business Day prior to the Closing Date, the Sellers shall provide to the agent under the Real Estate 2020 Loan all proceeds from the sale or other disposition of collateral pledged to secure the Real Estate 2020 Loan that were closed prior to the Closing Date, including, without limitation the proceeds held in a segregated account pursuant to paragraph 27 of the *Order (I) Approving the Sale of Certain Real Property, (II) Authorizing the Assumption and Assignment of Certain Unexpired Leases in Connection therewith, and (III) Granting Related Relief* (Docket No. 1393) (the "Cascade Paydown"). The Sellers are hereby authorized and directed to (i) make the Cascade Paydown at or prior to Closing and (ii) pay to Cascade Investment, L.L.C. at Closing an amount in cash to be specified in writing by Cascade Investment, L.L.C. and ESL, which payment shall be funded from (and shall not exceed) the Deposit Amount.

71. **Mortgage Adequate Protection.** Notwithstanding anything to the contrary contained herein or in the Asset Purchase Agreement or related documents, upon the closing of

the Sale Transaction, Relator Carl Ireland, as Administrator of the Estate of James Garbe, and the United States (the “Mortgagees”) as holders of liens on the real property known as Location #8975, Cupey Bajo, San Juan, Puerto Rico (the “Property”) shall be entitled to a lien against the sale proceeds of the Property in the same order of priority as existing on the date of entry of this Sale Order and a superpriority administrative expense claim against the Debtors as adequate protection pursuant to sections 361, 363(e) and 507(b) of the Bankruptcy Code arising from the sale of such Property to satisfy any diminution of the value of such replacement lien post-Closing. All parties’ rights to object to the priority, validity, amount, and extent of such asserted liens and superpriority claim or the obligations relating thereto are preserved. The Debtors’ and Mortgagees’ rights as to the amount of the allocation of proceeds from the Sale Transaction to the Property and any valuation of the Property are preserved and any disputes shall be determined by the Bankruptcy Court, upon motion by any of the Debtors or the Mortgagees.

Dated: February 8, 2019  
White Plains, New York

/s/Robert D. Drain  
THE HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**Initial Assigned Agreements**

**Exhibit A**

**Assumption and Assignment Notice  
Initial Assigned Agreements**

**Schedule 1 – Executory Contracts**

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
1.	N/A	Sears Holdings Management Corporation	American Express Business Travel	Fin Services - American Express Card Acceptance - Amendment	Cw2338277	\$00.00	No Objection Filed.
2.	N/A	Sears Holdings Management Corporation	American Express Business Travel	Fin - American Express Travel Related Services Company Inc (Gbt Us Llc) - Master Services	Shelcw7058	\$00.00	No Objection Filed.
3.	N/A	Sears Holdings Management Corporation	American Express Travel Related Services Company, Inc.	American Express Card Acceptance Agreement	N/A	\$00.00	No Objection Filed.
4.	N/A	Sears Holdings Management Corporation	American Express Travel Related Services Company, Inc.	Amendment To Agreement For American Express Card Acceptance	N/A	\$00.00	No Objection Filed.
5.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Tax Sharing Agreement	N/A	\$00.00	Not disputed in objection.

<sup>1</sup> This column reflects the ECF number of any applicable objection filed by the counterparty.

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
6.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.		N/A	\$00.00	Not disputed in objection.
7.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Syw - Sears Hometown And Outlet Stores Inc - Retail Establishment Agreement - 2016	Cw2323625	\$00.00	Not disputed in objection.
8.	1893	Sears Holdings Management Corporation	Cross Country Home Services (HMCW)	HS OPS-Cross Country Home Service Inc - Agreement - 2014	SHCLCW3606	\$00.00	Not disputed in objection.
9.	1893	Sears Roebuck and Co.	Cross Country Home Services (HMCW)		CW2340683	\$00.00	Not disputed in objection.
10.	1893	Sears Roebuck and Co.	Cross Country Home Services, Inc.	Home Services Agreement 2016		\$00.00	Not disputed in objection.
11.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of.	Amended and Restated Total Home Management Program Agreement 2017		\$00.00	Not disputed in objection.
12.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of.	Guarantee and Security Agreement		\$00.00	Not disputed in objection.
13.	1893	Sears Holdings Management Corporation	Cross Country Home Services, Inc., Homesure Of America, Inc., Homesure Protection of California Inc. and Homesure OF Virginia, Inc.	Third Party Warranty Agreement		\$00.00	Not disputed in objection.

No.	ECF No.	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
14.	1893	Sears Roebuck and Co.	Cross Country Home Services, Inc.	Fifth Amendment to Home Warranty Service Agreement		\$00.00	Not disputed in objection.
15.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement & Amendment #2	396577	\$00.00	Not disputed in objection.
16.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Trademark License Agreement	536493	\$00.00	Not disputed in objection.
17.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Office Space Lease	431288	\$00.00	Not disputed in objection.
18.	1835	Innovel Solutions, Inc.	Sears Hometown And Outlet Stores, Inc.	Purchase Agreement For Excess And Salvage Merchandise	534857	\$00.00	Not disputed in objection.
19.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Security Interest In Assets Of Sears Hometown And Outlet Stores, Inc.	N/A	\$00.00	Not disputed in objection.
20.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #1 To Employee Transition And Administrative Services Agreement	509440	\$00.00	Not disputed in objection.
21.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Transition Of Sears Procurement Services	546403	\$00.00	Not disputed in objection.
22.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Agreement And Authorization For Sho Franchisee Leasing Business	537252	\$00.00	Not disputed in objection.
23.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 10 To Service Agreement	543771	\$00.00	Not disputed in objection.
24.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Service Level Agreement Between Sears Holdings Corporation And Sho	509456	\$00.00	Not disputed in objection.
25.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement	N/A	\$00.00	Not disputed in objection.

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
26.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	N/A	\$00.00	Not disputed in objection.
27.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Services Agreement		\$00.00	Not disputed in objection.
28.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Services Agreement		\$00.00	Not disputed in objection.
29.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To Services Agreement		\$00.00	Not disputed in objection.
30.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To Services Agreement		\$00.00	Not disputed in objection.
31.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To Services Agreement		\$00.00	Not disputed in objection.
32.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 5 To Services Agreement		\$00.00	Not disputed in objection.
33.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 6 To Services Agreement		\$00.00	Not disputed in objection.
34.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 7 To Services Agreement		\$00.00	Not disputed in objection.
35.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 9 To Services Agreement		\$00.00	Not disputed in objection.
36.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Employee Transition And Administrative Services Agreement		\$00.00	Not disputed in objection.
37.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Shop Your Way Rewards Retail Establishment Agreement		\$00.00	Not disputed in objection.

No.	ECF No.	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
38.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #2 To Shop Your Way Rewards Retail Establishment Agreement		\$00.00	Not disputed in objection.
39.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Separation Agreement		\$00.00	Not disputed in objection.
40.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Separation Agreement		\$00.00	Not disputed in objection.
41.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Trademark License Agreement		\$00.00	Not disputed in objection.
42.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Supplemental Agreement		\$00.00	Not disputed in objection.
43.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Supplemental Agreement		\$00.00	Not disputed in objection.
44.	1835	Sears Brands, L.L.C.	Sears Hometown And Outlet Stores, Inc.	License And Intellectual Property Management Agreement	N/A	\$00.00	Not disputed in objection.
45.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Tax Sharing Agreement	N/A	\$00.00	Not disputed in objection.
46.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.		N/A	\$00.00	Not disputed in objection.
47.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Syw - Sears Hometown And Outlet Stores Inc - Retail Establishment Agreement - 2016	Cw2323625	\$00.00	Not disputed in objection.
48.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Shop Your Way Rewards Retail Establishment Agreement & Amendment #2	396577	\$00.00	Not disputed in objection.
49.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Trademark License Agreement	536493	\$00.00	Not disputed in objection.

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
50.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Office Space Lease	431288	\$00.00	Not disputed in objection.
51.	N/A	Sears Holdings Management Corporation	First Data Corporation-1000623488 \ Telecheck Services Inc	Lp Ops - Telecheck Services Inc - Warranty Service Agreement - 2008	Shclcw5528	\$ 277,962 <sup>2</sup>	No Objection Filed.
52.	2024	Kmart Corporation	Dfs Services Llc, Successor In Interest To Discover Card Services, Inc.	Notice Of Changes Of Fees Under Merchant Services Agreement Dates November 15, 1987	N/A	N/A	Not disputed in objection.
53.	2024	Kmart Corporation	Discover Financial Services	Letter Of Amendment Dated 9/8/04 To The November 15, 1987 Merchant Services	N/A	N/A	Not disputed in objection.
54.	2024	Kmart Corporation	Discover Financial Services	Letter Of Amendment Dated 9/9/03 To The November 15, 1987 Merchant Services	N/A	N/A	Not disputed in objection.
55.	2024	Kmart Corporation	Discover Financial Services, Inc.	Supplemental Agreement	N/A	N/A	Not disputed in objection.
56.	2072	Sears Holdings Corporation	Stanley Black & Decker, Inc.	Acquired Ip License Agreement	N/A	\$00.00	Not disputed in objection.
57.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Trademark License Agreement	509438	\$00.00	Not disputed in objection.
58.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 9 To Services Agreement	537250	\$00.00	Not disputed in objection.
59.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	534593	\$00.00	Not disputed in objection.

<sup>2</sup> Buyer reserves all rights to offset any cure costs against amounts owed by First Data Corporation to the Buyer.

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
60.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 7 To Services Agreement	529128	\$00.00	Not disputed in objection.
61.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 5 To Services Agreement	525479	\$00.00	Not disputed in objection.
62.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 6 To Services Agreement	525037	\$00.00	Not disputed in objection.
63.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To Services Agreement	511414	\$00.00	Not disputed in objection.
64.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To Services Agreement	509441	\$00.00	Not disputed in objection.
65.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To Services Agreement	459349	\$00.00	Not disputed in objection.
66.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Services Agreement	444110	\$00.00	Not disputed in objection.
67.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Services Agreement	396576	\$00.00	Not disputed in objection.
68.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment #2 To Shop Your Way Rewards Retail Establishment Agreement	547382	\$00.00	Not disputed in objection.
69.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Shop Your Way Rewards Retail Establishment Agreement	547382	\$00.00	Not disputed in objection.
70.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Supplemental Agreement	509445	\$00.00	Not disputed in objection.
71.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Supplemental Agreement	444115	\$00.00	Not disputed in objection.

No.	ECF No.	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
72.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 1 To Separation Agreement	444114	\$00.00	Not disputed in objection.
73.	1835	Sears Holdings Corporation	Sears Hometown And Outlet Stores, Inc.	Separation Agreement	396575	\$00.00	Not disputed in objection.
74.	1835	Sears Holdings Management Corporation	Sears Hometown And Outlet Stores, Inc.	Amendment No. 8 To Services Agreement	(blank in notice)	\$00.00	Not disputed in objection.
75.	N/A	Sears Brands Management Corporation	FLI Charge, Inc.	Patent License & Technology Agreement	N/A	\$00.00	No Objection Filed.
76.	N/A	Kmart Corporation; Sears, Roebuck and Co.	ABG Sportcraft, L.L.C.	License Agreement, as amended through 4/5/2018		\$00.00	No Objection Filed.
77.	1821	Sears Brands Management Corporation	Cleva North America, Inc.	License Agreement	N/A	\$00.00	Not disputed in objection with respect to this agreement.
78.	N/A	Sears Brands Management Corporation	Drinkpod LLC	License Agreement	N/A	\$1,675	No Objection Filed.
79.	N/A	Sears Brands Management Corporation	Permasteel, Inc.	License Agreement, as amended through August 28, 2017			No Objection Filed.
80.	N/A	Sears Brands Management Corporation	Gibson Overseas, Inc.	License Agreement	N/A	\$7,889	No Objection Filed.
81.	N/A	Sears Brands Management Corporation	Algert Company	Distribution Agreement		\$00.00	No Objection Filed.
82.	N/A	Sears Brands Management Corporation	Globistic Co., Inc.	Distributorship Agreement	N/A	\$00.00	No Objection Filed.
83.	N/A	Sears Brands Management Corporation	Homemart, S.A.	Retail Store License Agreement, as amended through [ ]	N/A	\$00.00	No Objection Filed.

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
84.	N/A	Sears Brands Management Corporation	Distribuidora y Comercializadora Master Brands SpA – Chile	Distributorship Agreement	N/A	\$00.00	No Objection Filed.
85.	N/A	Sears, Roebuck and Co.	Lands' End, Inc. and its Affiliates	Retail Operations Agreement	N/A	\$00.00	No Objection Filed.
86.	N/A	Sears, Roebuck and Co.; Sears Brands Management Corporation	Sears, Roebuck de Mexico, S.A. de C.V.	Amended and Restated Trademark License Agreement, as Amended through Jan. 1, 2010	N/A	\$00.00	No Objection Filed.
87.	1835	Sears, Roebuck and Co.	Sears Authorized Hometown Stores, LLC and franchise sublicensees	Store License Agreement, as amended July 10, 2017		\$00.00	No Objection Filed.
88.	1835	Sears Roebuck and Co.	Sears Outlet Stores, L.L.C. and its franchisees	Store License Agreement, as amended through May 1, 2016		\$00.00	No Objection Filed.
89.	N/A	Kmart Corporation	Route 66 Holdings, LLC	Amended and Restated License Agreement as amended through 5/12/2010	N/A	\$00.00	No Objection Filed.
90.	N/A	Sears International Marketing, Inc.	Sears, Roebuck de Mexico, S.A. DE C.V.	Amendment to Merchandise Sale Agreement Dated April 17, 1997	N/A	\$00.00	No Objection Filed.
91.	N/A	Sears Roebuck and Co.	Sears Home Appliance Showrooms, LLC	Store License Agreement	396580	\$00.00	No Objection Filed.
92.	N/A	Sears, Roebuck and Co.	Sears International Marketing, Inc. and Sears, Roebuck de Mexico, S.A. de C.V.	Amendment to Merchandise Service and Quality Control Agreement dated April 28, 1997	N/A	\$00.00	No Objection Filed.
93.	N/A	Sears, Roebuck and Co., Sears Brands Management Corporation; Sears	Roebuck de Mexico, S.A de C.V.; Sears International Marketing, Inc.	Second Amendment to Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.

No.	ECF No.	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
94.	N/A	Sears, Roebuck and Co., Sears Brands Management Corporation; Sears,	Roebuck de Mexico, S.A de C.V.; Sears International Marketing, Inc.	Third Amendment to Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.
95.	N/A	Sears, Roebuck and Co.	Sears International Marketing, Inc. and Sears, Roebuck de Mexico, S.A. de C.V.	Mexico Merchandise Service and Quality Control Agreement	N/A	\$00.00	No Objection Filed.
96.	N/A	Sears Holdings Management Corporation	FIA Card Services NA	FIN- Bank of America N.A. – Statement of Work 1 to Card Service Agreement – 2011	SHCLCW1617	\$00.00	No Objection Filed.
97.	N/A	Sears Holdings Management Corporation	FIA Card Services NA	FIN – Bank of America N.A. – Card Service Agreement - 2011	SHCLCW1617	\$00.00	No Objection Filed.
98.	N/A	SEARS, ROEBUCK AND CO., AND SEARS BRANDS BUSINESS UNIT CORPORATION	CITIBANK, N.A.	AMENDED AND RESTATED MARKETING AGREEMENT		\$00.00	No Objection Filed.
99.	N/A	SEARS, ROEBUCK AND CO.	CITIBANK, N.A.	AMENDED AND RESTATED NEW MERCHANT AGREEMENT		\$00.00	No Objection Filed.
100.	N/A	SEARS BRANDS BUSINESS UNIT CORP; SEARS ROEBUCK AND CO.	CITIBANK, N.A.	SECOND AMENDED AND RESTATED PROGRAM AGREEMENT		\$00.00	No Objection Filed.
101.	1835	Kmart Corporation; Sears Holdings Corporation;	Sears Hometown And Outlet Stores, Inc.	Amended And Restated Merchandising Agreement	509443	\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
102.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment To Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
103.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 2 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
104.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 3 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
105.	1835	Sears, Roebuck And Co.	Sears Hometown And Outlet Stores, Inc.	Amendment No. 4 To The Amended And Restated Merchandising Agreement		\$00.00	Cure Amount, if any, to be mutually agreed in each party's sole discretion.
106.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Bank of America, N.A.	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
107.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Gordon Brothers Finance Company	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
108.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Authorized Hometown Stores, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
109.	N/A	Sears Holdings Corporation, Sears roebuck and Co., Kmart Corporation	Sears Home Applicable Showrooms, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.

No.	ECF No. <sup>1</sup>	Debtor	Counterparty	Contract Title	Contract No.	Debtors' Asserted Cure Amount	Disputed Amount
110.	N/A	Sears Holdings Corporation, Sears Roebuck and Co., Kmart Corporation	Sears Hometown And Outlet Stores, Inc.	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
111.	N/A	Sears Holdings Corporation, Sears Roebuck and Co., Kmart Corporation	Sears Outlet Stores, LLC	Lender Tri-Party Agreement Amended and Restated Agreement		\$00.00	No Objection Filed.
112.	N/A	Sears Brands Management Corporation	Beijing Industrial Development	License Agreement		\$00.00	No Objection Filed.
113.	2024	Sears Roebuck and Co.	DFS Services LLC formerly Novus Services, Inc.	Master Services Agreement		\$00.00	Not disputed in objection.
114.	2024	Kmart Corporation	DFS Services LLC, successor in interest to Discover Card Services, Inc.	Master Services Agreement		\$00.00	Not disputed in objection.

**Schedule 2 – Leases**

	ECF No.	Counterparty	Debtor	Contract Title	Contract No.	Cure Amount	Disputed Amount
115.	N/A	SRC Facilities LLC	Kmart Corporation; Sears, Roebuck and Co.	Amended and Restated Master Lease Agreement	N/A	\$00.00	TBD <sup>3</sup>
116.	N/A	SRC O.P LLC	Kmart Corporation; Sears, Roebuck and Co	Amended and Restated Master Lease Agreement	N/A	\$00.00	TBD <sup>4</sup>

<sup>3</sup> Sparrow entities reserve rights with respect to payment of post-petition rent under MLA with respect to dark stores.

<sup>4</sup> Sparrow entities reserve rights with respect to payment of post-petition rent under MLA with respect to dark stores.

**Exhibit B**

**Asset Purchase Agreement**

***EXECUTION VERSION***

**ASSET PURCHASE AGREEMENT**  
**DATED AS OF JANUARY 17, 2019**  
**BY AND AMONG**  
**TRANSFORM HOLDCO LLC,**  
**SEARS HOLDINGS CORPORATION and**  
**ITS SUBSIDIARIES PARTY HERETO**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of January 17, 2019 (the “Effective Date”), by and between Transform Holdco LLC, a Delaware Limited Liability Company (together with any applicable Affiliated Designee (as defined below), “Buyer”), and Sears Holdings Corporation, a Delaware corporation (“SHC” or the “Seller” and together with each of its Subsidiaries party hereto, the “Sellers”).

### RECITALS

WHEREAS, among other things, Sellers own and operate, through direct and indirect Subsidiaries:

(a) a national network of retail stores and pharmacies under the “Sears” and “Kmart” brands as conducted at the Operating Owned Properties and the Operating Leased Properties (as defined below) and the supporting general and administrative functions related to such retail stores;

(b) a national network of specialty stores, including under the “Sears Auto Centers” brand;

(c) a business that provides various home services solutions, including product repair, repair parts and accessories under the “PartsDirect” brand, home improvement project services, franchise services in the residential home service sector, repair services under the “ServiceLive” brand or the “Sears Home Services” brand and home solution technology under the “Wally” brand;

(d) the KCD Notes (as defined below) and the business of designing, researching, developing, testing, having made, procuring the manufacture of, packaging, selling, marketing and distributing products and services under the Kenmore Marks and the DieHard Marks and licensing the Kenmore Marks and the DieHard Marks to third parties (the “Kenmore/DieHard Business”);

(e) a business that distributes and sells appliances under the “Monark Premium Appliance Co.” brand;

(f) a business that provides home delivery and retail installation services, including for third party customers, freight management, truck-load solutions, warehousing and final-mile delivery services;

(g) various websites under the sears.com and kmart.com banners;

(h) a membership program for Sellers’ members, including that offered under the “Shop Your Way” brand; and

(i) the “Business” as defined in the SHIP Purchase Agreement (as defined below),

(collectively, each of (a) through (h) above, (but, in the event that the SHIP Closing (as defined below) shall have occurred prior to the Closing Date, excluding the “Business” as defined in the SHIP Purchase Agreement), the “Business”);

WHEREAS, on October 15, 2018, (the “Petition Date”) (or, with respect to certain Sellers as applicable, following the Petition Date), Sellers filed voluntary petitions for relief (the “Filing”) commencing cases under chapter 11 of the Bankruptcy Code (the “Bankruptcy Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, Sellers desire to sell to Buyer (or, in accordance with the terms set forth herein, an applicable Assignee (as defined below)) the Designation Rights (as defined below) and Acquired Assets (as defined below) and to transfer to Buyer the Assumed Liabilities (as defined below) and Buyer desires to purchase from Sellers the Designation Rights and Acquired Assets and to assume from Seller the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Parties (as defined below) desire to consummate the proposed transactions as promptly as practicable after the Bankruptcy Court enters the Approval Order (as defined below), subject to the terms of this Agreement; and

WHEREAS, the Parties desire and intend that the transactions set forth in this Agreement, together with the Bankruptcy Plan (as defined below), will, unless Buyer elects otherwise pursuant to this Agreement, (i) constitute one or more plans of reorganization under section 368(a) of the Code (as defined below) and as qualifying as one or more reorganizations thereunder and (ii) satisfy the ownership requirements set forth in section 382(l)(5)(A)(ii) of the Code.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms have the meanings specified or referenced below.

“401(k) Plan” shall have the meaning set forth in Section 9.7(b).

“ABL Commitment Letter” shall mean the commitment letter (including all annexes, exhibits, schedules and other attachments thereto) among Buyer, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets, Inc. and Royal Bank of Canada, dated as of the date hereof, as amended, supplemented or replaced in compliance with the terms hereof and thereof.

“ABL Financing” shall mean the financing incurred or intended to be incurred pursuant to the ABL Commitment Letter, including the borrowing of loans contemplated by the ABL Commitment Letter.

“ABL Financing Sources” shall mean the Financing Sources specified in clause (z) of the definition of “Financing Sources”.

“Acquired Assets” shall have the meaning set forth in Section 2.1.

“Acquired Data” shall have the meaning set forth in Section 2.1(g).

“Acquired Equipment” shall mean, with respect to any Acquired Property, all Equipment to the extent located at or on the applicable Acquired Lease Premises or Owned Real Property.

“Acquired Foreign Assets” shall have the meaning set forth in Section 2.13(a).

“Acquired Improvements” shall mean, with respect to any Acquired Property, all Improvements located on or comprising the applicable Acquired Lease Premises or Owned Real Property.

“Acquired Intellectual Property” shall have the meaning set forth in Section 2.1(e).

“Acquired Inventory” shall mean (i) with respect to any Operating Leased Property, all Inventory which is located at or on the applicable Operating Lease Property as of the Closing Date, (ii) with respect to any Operating Owned Property, all Inventory which is located at or on the Operating Owned Property as of the Closing Date, (iii) with respect to any IP/Ground Lease Property, all Inventory which is located at or on the IP/Ground Lease Property as of the Closing Date and (iv) all other Inventory Related to the Business other than Inventory included in clause (ii) of the definition of Excluded Inventory.

“Acquired Lease” shall mean each Lease that is assumed by any Seller and assigned to Buyer pursuant to the terms of this Agreement.

“Acquired Lease Premises” shall mean the Lease Premises which is the subject of an Acquired Lease.

“Acquired Lease Rights” shall mean, with respect to an Acquired Lease, all real property rights and all other rights and interests of the tenant thereunder, including all options to renew, purchase, expand or lease (including rights of first refusal, first negotiation and first offer), and all credit for the prepaid rent associated therewith and all Security Deposits made in respect of such and any Improvements thereon.

“Acquired Property” shall mean (i) each Lease Premises which is subject to an Acquired Lease and (ii) each Owned Real Property.

“Acquired Receivables” shall mean (i) all Credit Card Accounts Receivable, (ii) all Pharmacy Receivables, (iii) the Specified Receivables and (iv) the Warranty Receivables.

“Action” shall mean any Claim, action, complaint, suit, litigation, arbitration, appeal, petition, inquiry, hearing, Order, decree, legal proceeding, investigation or other legal dispute, whether civil, criminal, administrative or otherwise, at law or in equity, by or before any Governmental Authority.

“ADA” shall have the meaning set forth in the definition of Law.

“Additional Contract” shall have the meaning set forth in Section 2.9.

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings. Notwithstanding the foregoing, (i) each Seller and its respective Subsidiaries, on the one hand, shall not, for the purposes of this Agreement, be deemed to be an “Affiliate” of ESL or Buyer or any of their respective Affiliates (excluding each Seller and its respective Subsidiaries), on the other hand, and (ii) Buyer, ESL and their Affiliates (excluding each Seller and its respective Subsidiaries), on the one hand, shall not, for the purposes of this Agreement, be deemed to be an “Affiliate” of Sellers or any of their respective Subsidiaries, on the other hand; and Buyer and ESL shall be deemed to be Affiliates of each other.

“Affiliated Designee” shall have the meaning set forth in Section 13.6.

“Aggregate DIP Shortfall Amount” shall mean, as of the Closing Date, an amount equal to \$1,200,000,000 *less* the aggregate amounts required to be paid (net of any available cash) to fully satisfy the existing indebtedness of Sellers under both (i) the DIP Credit Agreement and (ii) the Junior DIP Term Loan Agreement.

“Agreement” shall have the meaning set forth in the Preamble.

“Agreement Assignment Notice” shall have the meaning set forth in Section 2.7(a)(ii).

“Allocation Schedule” shall have the meaning set forth in Section 9.3(d).

“Alternative Financing” shall have the meaning set forth in Section 8.5.

“Antitrust Actions” shall have the meaning set forth in Section 8.3(d).

“Antitrust Division” shall mean the Antitrust Division of the United States Department of Justice.

“Antitrust Laws” shall mean the Sherman Antitrust Act, the Clayton Antitrust Act of 1914, the HSR Act and all other federal, state and foreign statutes, rules, regulations, orders, decrees and other Laws and Orders that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or competition.

“Approval Order” shall mean an Order approving the Transactions entered by the Bankruptcy Court in the Bankruptcy Cases substantially in the form of Exhibit A attached hereto or in a form reasonably agreed by Buyer and Sellers prior to the Closing.

“Arbitrator” shall have the meaning set forth in the definition of Law.

“Assigned Agreements” shall mean (i) the Citi Card Agreement, (ii) the Initial Assigned Agreements, (iii) the Designatable Leases, solely to the extent designated for assumption by the Sellers and assignment to Buyer by written notice from Buyer to Sellers delivered prior to the end of the Designation Rights Period, and (iv) such other Additional Contracts as Buyer elects to have assigned or assumed and assigned to Buyer in accordance with this Agreement.

“Assigned Plans and Permits” shall mean, with respect to any Acquired Assets, all Plans and Permits, if any, that are assignable pursuant to the applicable issuing Governmental Authority and are Related to such Acquired Asset.

“Assignee” shall mean, as to any Acquired Lease, Buyer or any other Person designated by Buyer in the applicable Buyer Assumption Notice.

“Assignment Actions” shall have the meaning set forth in Section 5.2(c).

“Assignment and Assumption of Lease” shall have the meaning set forth in Section 5.2(b).

“Assignment Instruments” shall have the meaning set forth in Section 5.2(c).

“Assumed 503(b)(9) Claims” shall mean all Liabilities against any of the Debtors arising under section 503(b)(9) of the Bankruptcy Code.

“Assumed Customer Credits” shall mean all Liabilities arising under, or relating to, (i) any existing customer loyalty program (e.g., points, rewards, discounts, etc.) of any of Sellers or community marketing undertaken by any of Sellers, including Shop Your Way, and (ii) any Liability in respect of any gift cards, gift certificates, merchandise credits, return credits, customer membership or customer loyalty discount programs, coupons, grouppons or other similar credits or programs issued by, on behalf of or in relation to Sellers since January 1, 2018.

“Assumed Liabilities” shall have the meaning set forth in Section 2.3.

“Assumed Property Tax Liabilities” shall mean all Liabilities for Property Taxes payable with respect to any Acquired Property for Pre-Assignment Tax Periods, not to exceed \$135,000,000.

“Assumption Effective Date” shall mean, (i) with respect to the Initial Assigned Agreements, the Closing Date, (ii) with respect to the Designatable Leases, following the delivery of the applicable Buyer Assumption Notice, the earliest of (A) the deadline for objecting to assumption and assignment of such Lease, if no such objection is submitted and (B) the fifth (5th) Business Day following the date of resolution of any objection to assumption and assignment of such Lease, if any such objection is timely submitted and (iii) with respect to the Additional Contracts, the earliest of (A) the deadline for objecting to assumption and assignment of such Additional Contract, if no such objection is submitted and (B) the fifth (5th) Business Day following the date of resolution of any objection to assumption and assignment of such Additional Contract or to proposed Cure Costs, if any such objection is timely submitted.

“Auction” shall mean the auction undertaken pursuant to the Bidding Procedures Order.

“Avoidance Actions” shall mean any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code, or state fraudulent conveyance, fraudulent transfer or other similar state laws.

“Bankruptcy Cases” shall have the meaning set forth in the Recitals.

“Bankruptcy Code” shall mean Title 11 of the United States Code, sections 101 et seq.

“Bankruptcy Court” shall have the meaning set forth in the Recitals.

“Bankruptcy Plan” shall mean the joint chapter 11 plan for the Sellers in the Bankruptcy Cases.

“Bidding Procedures Order” shall mean the Order approving the global bidding procedures entered by the Bankruptcy Court in the Bankruptcy Cases on November 19, 2018 (Docket No. 816).

“BMA Consent” shall have the meaning set forth in Section 2.8(e).

“Books and Records” shall mean, with respect to Sellers, all documents, instruments, records and other written or electronic materials in whatever form or media (including all hard and electronic copies, CAD files and all discs, tapes and other media-storage data and materials containing such information, and including originals, if available) in the possession or control of Sellers in connection with, or relating to any Acquired Assets, any related Assumed Liabilities, or the operations of Sellers at any Acquired Property, or the operations of the shopping center in which such Acquired Property is located, including to the extent in Sellers’ possession or control, all files, data, reports, surveys (ALTA and topographical), soil reports, title reports and title insurance policies (including copies of all underlying exception documents), physical inspection, engineering and asbestos reports, environmental tests, inspections and reports, insurance reports, schematic plans, site plans and drawings, mailing lists, supplier lists, customer lists, price lists, financial projections, marketing information and procedures, copies of Tax Returns to the extent related to the Acquired Assets, advertising and promotional materials, equipment records, warranty information, architects and engineers agreements, architectural and engineering plans and specifications, construction contracts, drawings, plans and specifications, records of operations, manuals of operations or business procedures and other similar procedures, including all policies and procedures for the protection of individual and consumer privacy (including all CAD files and all discs, tapes and other media-storage data containing such information). Without limiting the foregoing, with respect to any Acquired Property, the term “Books and Records” shall include, to the extent in the possession or control of a Seller, (a) the original file for the applicable Acquired Property, including the applicable Acquired Lease and any other related Assigned Agreements, which includes originals of the following: the fully executed Acquired Lease and any other related Assigned Agreements, together with all Exhibits, Schedules and Addenda thereto, and all amendments, modifications and supplements thereto; letter agreements; correspondence; renewal notices; estoppel certificates issued by any Seller or the landlord under any applicable Acquired Lease; estoppel certificates issued by any party under any applicable easement, operation and easement agreement, reciprocal easement agreement, declaration of covenants, conditions and restrictions or similar documents with respect to an Acquired Property (each, an “OEA”);

accounting records; gross sales records to the extent reporting of gross sales is required pursuant to each such Acquired Lease; audit files (whether generated internally or by a third party); surveys of the Acquired Lease Premises or the common areas of the shopping center in which such Acquired Property is located with respect to compliance with Law; any OEA and all amendments, modifications and supplements thereto; the applicable Sellers' title insurance policy, together with legible copies of all exception documents; any agreements confirming the commencement date or other relevant dates in the Acquired Lease; recorded copies of any memorandum of lease; and lease abstracts, and (b) keys to such Acquired Property, security codes for such Acquired Property or any of such Acquired Property's building systems, any keys or security codes for parking and other common areas of any shopping centers in which such Acquired Property is located and any other document or information in the possession or control of any Seller useful or necessary to operate a retail store from the Acquired Lease Premises. Notwithstanding the foregoing, the term "Books and Records" shall not include (i) personnel files with respect to any Seller employees who are not Transferred Employees, (ii) any information as to Seller employees that is prohibited by Law from being delivered by Sellers to Buyer (including (1) employee medical information protected by the Health Insurance Portability and Accountability Act of 1996, as amended, the ADA, the Family and Medical Leave Act of 1993, as amended, or the Genetic Information Nondiscrimination Act of 2008, as amended, (2) any Employment Eligibility Verification on Form I-9 and (3) any employee background reports), provided that Sellers shall inform Buyer of the general nature of the materials being withheld and, upon Buyer's request and at Buyer's sole cost and expense, reasonably cooperate with Buyer to provide such materials, in whole or in part, in a manner that would not result in the outcome described in this clause (ii), including by reasonably cooperating with Buyer to enter into additional agreements to the extent required to render the access to any personally identifiable information permissible under any applicable Law or contractual obligation, (iii) any non-disclosure or confidentiality, non-compete or non-solicitation agreements other than contemplated by Section 2.1(k) and (iv) the Retained Books and Records.

"Business" shall have the meaning set forth in the Recitals.

"Business Day" shall mean any day of the year, other than a Saturday or Sunday, on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized by Law to remain closed.

"Business Employees" shall mean each employee who, as of the Closing Date, is primarily engaged in providing services in connection with, or in support of, the Business, including in any commercial or corporate function (excluding employees employed in the GOB Leased Stores, the GOB Owned Stores or at any distribution center which is announced for closing prior to the Closing Date and any employees who have been provided notice of termination by Sellers prior to the Closing Date). The number of Business Employees is expected to total approximately 45,000 employees.

"Business Names" shall have the meaning set forth in the definition of Intellectual Property.

"Buyer" shall have the meaning set forth in the Preamble.

"Buyer Assumption Notice" shall have the meaning set forth in Section 5.2(a).

“Buyer Occupancy Costs” shall mean (i) with respect to any GOB Leased Stores, all Occupancy Expenses that are incurred, accrued or apportioned solely for the period commencing on the first calendar day following the GOB Period for such GOB Store and ending at the expiration of the Designation Rights Period for such GOB Store and (ii) with respect to any Operating Leased Property, all Occupancy Expenses that are incurred, accrued or apportioned solely for the period commencing on the Closing Date and ending at the expiration of the Designation Rights Period for such Operating Leased Property.

“Buyer Party Release” shall have the meaning set forth in Section 9.13.

“Buyer Rejection Notice” shall have the meaning set forth in Section 5.3(a).

“Buyer Related Party” shall mean (i) Buyer, (ii) ESL, (iii) the Cyrus Related Parties and (iv) any Person who is currently or formerly was a director, officer, employee, stockholder, member, limited partner, general partner, controlling person, manager, representative, attorney, agent or successors of Buyer, ESL or any of the Cyrus Related Parties.

“Buyer’s Savings Plan” has the meaning given in Section 9.7(k)(i).

“Casualty / Condemnation Event” shall have the meaning set forth in Section 12.3(a).

“Challenge” shall have the meaning set forth in the definition of Final Order.

“Citi Card Agreement” shall mean the Second Amended and Restated Program Agreement, dated as of October 3, 2018, by and among Sears, Roebuck and Co., Sears Brands Business Unit Corporation, the Other Sears Parties, and Citibank, N.A., as may be amended from time to time.

“Citi L/C Facility” shall mean that certain letters of credit facility granted pursuant to that certain Letter of Credit and Reimbursement Agreement, dated as of December 28, 2016 (as at any time amended, restated, amended and restated, supplemented or otherwise modified), by and among Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers, SHC, Citibank N.A. as administrative agent, and the financial institutions party thereto from time to time.

“Claims” shall mean all rights to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or rights to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, in each case, of whatever kind or description against any Person.

“Closing” shall have the meaning set forth in Section 4.1.

“Closing Date” shall have the meaning set forth in Section 4.1.

“Closing Legal Impediment” shall have the meaning set forth in Section 10.4.

“Closing Payment Amount” shall have the meaning set forth in Section 3.1(a).

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commitment Letters” shall mean, collectively, the Cyrus Commitment Letter, the Debt Commitment Letter, the Real Estate Financing Commitment Letter and the Equity Commitment Letter.

“Competing Transaction” shall mean any direct or indirect financing, refinancing, acquisition, sale, divestiture (including by merger, acquisition or other business combination), public offering, recapitalization, business combination or reorganization, whether in one transaction or a series of related transactions, of or involving or implicating all or any material part of the Designation Rights, the Properties, the Leases, the Acquired Assets, the Assumed Liabilities or any Business (other than any such transaction or series of related transactions with Buyer or any Affiliate thereof) or any standalone plan of reorganization or liquidation for any Seller that does not contemplate the consummation of the Transactions.

“Compliant” shall mean, with respect to the written Required Information that has been or will be made available to Buyer by the Sellers or any of their respective representatives on their behalf in connection with the Transactions, that the Sellers’ auditors have not withdrawn any audit opinion with respect to any financial statements contained in the Required Information for which they have provided an opinion (unless a new audit opinion is issued with respect to the financial statements for the applicable periods by such auditors or any other independent public accounting firm of national standing or otherwise reasonably acceptable to Buyer).

“Confidential Information” shall mean, with respect to any Person, all information of a confidential or proprietary nature (whether or not specifically labeled or identified as “confidential”), in any form or medium, which relates to such Person or their respective business relations and its respective business activities. Confidential Information includes, but is not limited to, the following: (i) internal business information (including historical and projected financial information and budgets and information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures and accounting and business methods); (ii) identities and individual requirements of, and specific contractual arrangements with, such Person’s customers, clients, distributors, vendors, service providers, independent contractors, joint venture partners and other business relations and their confidential information; (iii) trade secrets; and (iv) other non-public Intellectual Property.

“Confidentiality Agreement” shall mean the Confidentiality Agreement, dated as of May 15, 2018, by and between ESL Investments, Inc. and SHC.

“Consent” shall mean any consent, approval, concession, grant, waiver, exemption, license, entitlement, suitability determination, franchise, development right, certificate, variance, registration, permit, Order or other authorization of or notice of any Person.

“Contract” shall mean any contract, agreement, undertaking, lease, sublease, license, sublicense, sales order, purchase order or other instrument or commitment, whether written or oral (including commitments to enter into any of such) that purports to be binding on any Person or any part of its property (or subjects any such assets or property to an Encumbrance).

“Controlling Person” shall mean ESL Investments, Inc., its Affiliates and their respective directors and officers.

“Copyrights” shall have the meaning set forth in the definition of Intellectual Property.

“CPA Firm” shall mean a national firm of independent public accountants as to which the Parties mutually agree. In the event the Parties do not mutually agree in a timely manner, the Bankruptcy Court shall determine the CPA Firm.

“Credit Bid Release Consideration” shall mean an amount of cash equal to Thirty-Five Million Dollars (\$35,000,000).

“Credit Card Accounts Receivable” means each Account or Payment Intangible (each as defined in the UCC) together with all income, payments and proceeds thereof, owed by a credit card payment processor or an issuer of credit cards to a Seller resulting from charges by a customer of a Seller on credit cards processed by such processor or issued by such issuer in connection with the sale of goods by a Seller or services performed by a Seller, in each case in the ordinary course of its business.

“Credit Card Claims” means all claims arising from Seller’s involvement as a class plaintiff in the class actions consolidated in the multi-district litigation In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, No. 1:05-MD-01720 (E.D.N.Y.) against Visa Inc., Mastercard Inc., JPMorgan Chase & Co, Citigroup N.A., Bank of America N.A., and other defendants, alleging antitrust violations in relation to certain practices with respect to merchant processing fees and merchant processing agreements attributable to merchants that accepted Visa Inc. or Mastercard Inc. credit or debit cards beginning on January 1, 2004, and any proceeds thereof, including proceeds arising from any settlement with respect to the foregoing.

“Cure Costs” means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption of the Assigned Agreements, whether as determined by the Bankruptcy Court or agreed to by the Buyer and the non-debtor counterparty to the applicable Assigned Agreement.

“Current Fiscal Year” shall mean, in relation to the Seller, the Seller’s current fiscal beginning February 4, 2018.

“Customer Data” shall mean all data (including personal data and personally identifiable information) owned or controlled (meaning any data Sellers have the ability to transfer in compliance with applicable Law) by or on behalf of Sellers related to Sellers’ customers, consumers or end users, including (i) customer, consumer and end user files and lists and contact information, (ii) purchasing, transaction and installation histories (namely, the product purchased, date of purchase, location of purchase, date of installation and whether a warranty was purchased), (iii) customer, consumer and end-user complaints and returns, (iv) customer, consumer or end user opt-outs, unsubscribe or opt-ins requests in relation to the use or processing of their information, (v) all analytics relating to any of the foregoing and other customer-based analyses or reports and

(vi) all loyalty program data and participation information (including all information and data with respect to Shop Your Way).

“Cyrus Commitment Letter” shall mean the commitment letter (including all annexes, exhibits, schedules and other attachments thereto) among Buyer, the Cyrus Lender, the Sponsor and Citibank, N.A., dated as of the date hereof, as amended, supplemented or replaced in compliance with the terms hereof and thereof.

“Cyrus Financing” shall mean the debt financing incurred or intended to be incurred pursuant to the Cyrus Commitment Letter, including the borrowing of loans contemplated by the Cyrus Commitment Letter.

“Cyrus Lender” shall mean Cyrus Capital Partners, L.P.

“Cyrus Related Parties” shall mean the Cyrus Lender, its Affiliates and any of their respective directors, officers, or employees, in such capacities and in their individual capacities.

“Debt Commitment Letters” shall mean, collectively, the ABL Commitment Letter, the Cyrus Commitment Letter and the Real Estate Financing Commitment Letter.

“Debt Financing” shall mean, collectively, the ABL Financing, the Cyrus Financing and the Real Estate Financing.

“Debt Financing Documents” means the agreements, documents and certificates contemplated by the Debt Financing, including (a) all credit agreements, loan documents, debentures, notes, pledge and security documents, guarantees, mortgages, intercreditor agreements and other related documents pursuant to which the Debt Financing will be governed or contemplated by the Debt Commitment Letters and (b) officer, secretary, solvency, closing and perfection certificates, legal opinions, corporate organizational documents, good standing certificates, Lien searches, and resolutions contemplated by the Debt Commitment Letters or requested by the Financing Sources.

“Deposit Amount” shall have the meaning set forth in Section 3.2.

“Designatable Lease” shall mean each of (i) the GOB Leases and the Operating Leases and (ii) to the extent applicable to such leases and lease agreements, all non-disturbance agreements with fee owners or senior landlords, subordination, non-disturbance and attornment agreements, waivers and consents in favor of any Seller, estoppel certificates from landlords under any of the Leases (to the extent assignable), and landlord waivers or other collateral access agreements in favor of any Seller or any asset-based lenders.

“Designated Sale Transaction” shall have the meaning set forth in Section 2.12(b).

“Designated Tax Advisor” shall mean Weil, Gotshal & Manges LLP, or Deloitte Tax LLP, as decided in the Sellers’ discretion, or if neither of the foregoing is able to deliver a Tax Opinion, Cleary Gottlieb Steen & Hamilton LLP.

“Designation Assignment Date” shall have the meaning set forth in Section 5.2(d).

“Designation Deadline” shall have the meaning set forth in Section 2.9.

“Designation Rights” shall mean the exclusive right to irrevocably select, identify and designate each Designatable Lease in respect of which Assignee will acquire all of Sellers’ right, title and interest in and to the applicable Designatable Lease, together with all of Sellers’ right, title and interest in and to certain assets related to such Designatable Lease, to the extent, but only to the extent, set forth in Article II, all in accordance with the terms and conditions of this Agreement.

“Designation Rights Period” shall mean, with respect to each Designatable Lease, the period commencing on the Closing Date and ending on the earliest of (i) five (5) Business Days after delivery of the applicable Buyer Rejection Notice, (ii) the date on which an applicable agreement is assumed and assigned to an Assignee, (iii) the date which is sixty (60) days after the Closing Date and (iv) May 3, 2019.

“DieHard Marks” shall mean the name “DIEHARD” and any name consisting of, containing or incorporating “DIEHARD”, and all designs and logos associated therewith in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“DIP Credit Agreement” means that certain Superpriority Senior Secured Debtor-in-Possession Asset Based Credit Agreement, dated as of November 29, 2018, among SHC, as holdings, Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers, Bank of America, N.A., in its capacity as administrative agent and co-collateral agent, Wells Fargo Bank, National Association, in its capacity as co-collateral agent, and the lenders named therein, as in effect on the date hereof [Docket No. 955-1].

“Distribution Requirement” shall mean the requirement that each Seller (except if and to the extent (x) Buyer elects, in accordance with this Agreement, that the transactions set forth in this Agreement with respect to such Seller shall not be treated as a Tax Reorganization, or (y) if requested by such Seller, Designated Tax Advisor is unable to deliver a Tax Opinion that the transactions set forth in this Agreement with respect to such Seller may be treated as a Tax Reorganization) (i) shall distribute the Securities Consideration received by it to Persons qualifying as holders of “securities” of such Seller for purposes of section 354 of the Code, (ii) shall distribute all of the cash received pursuant to Section 3.1(a), as well as all of its other property pursuant to the Bankruptcy Plan, (iii) shall dissolve no later than the end of the third taxable year ending after the Closing Date, and (iv) during the period between the Closing Date and its dissolution, shall limit its activities to those which are merely for the purpose of liquidating its assets (which may include maintaining a going operation for the preservation of value, pending distribution or sale), winding up its affairs, resolving and paying its debts, and distributing any remaining assets (which may include a distribution to a non-corporate liquidating vehicle).

“Domain Names” shall have the meaning set forth in the definition of Intellectual Property.

“Effect” shall have the meaning set forth in the definition of “Material Adverse Effect.”

“Effective Date” shall have the meaning set forth in the Preamble.

“Employee Plan” shall mean each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA), whether or not subject to ERISA, and each other employee benefit plan, program, policy, or arrangement (including each stock purchase, stock option, restricted stock or other equity-based, severance, retention, change-of-control, bonus, deferred compensation, fringe benefit and other similar benefit plan, program, policy, or arrangement), in each case, that provides any kind of compensation or benefits to Business Employees or former employees of the Business or their dependents or beneficiaries or with respect to which Seller would reasonably be expected to have any Liability in respect of the Business Employees.

“Employment Laws” shall mean all Laws (including the WARN Act), now or at the applicable time in effect and regulating, respecting, concerning or relating directly or indirectly to employees, independent contractors, labor relations, workers’ compensation, unemployment compensation, foreign workers employed in the United States, wages and hours, safety, compensation, worker classification or other workplace or employment standards or practices.

“Encumbrance” shall mean all mortgages, pledges, hypothecations, charges, liens, interests, debentures, trust deeds, claims and encumbrances of any type whatsoever (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Bankruptcy Cases, and whether imposed by agreement, understanding, Law, equity, or otherwise), including Claims, assignments by way of security or otherwise, security agreements and interests, conditional sales contracts or other title retention agreements, rights of first refusal, first negotiation or first offer, options to purchase or similar restrictions or obligations, instruments creating a security interest in the Acquired Assets or any part thereof or interest therein, and any agreements, leases, subleases, licenses, occupancy agreements, options, easements, rights of way, covenants, conditions, restrictions, declarations, defects in title, encroachments, exceptions or other encumbrances adversely affecting title to the Acquired Assets or any part thereof or interest therein.

“Environmental Laws” shall mean all applicable Laws relating to pollution or protection of human health or safety (to the extent related to exposure to Hazardous Substances) or the environment (including ambient air, water, surface water, groundwater, land surface, soil or subsurface) or natural resources, including applicable Laws relating to the generation, storage, transfer, transportation, investigation, cleanup, treatment, remediation, or use of, or release or threatened release into the environment of, any Hazardous Substances.

“Environmental Permits” shall mean all licenses, permits, variances, consents or certificates issued pursuant to Environmental Laws.

“Equipment” shall mean all machinery, equipment, appliances, supplies, furniture, fixtures, janitorial and cleaning equipment, partitions, desks, chairs, tables, telephone lines, cubicles, point-of-sale systems, graphics, branding, signs and signage (including any signs and signage on any buildings, pylons or monuments and any directional or other ground or off-premises signs and signage). For the avoidance of doubt, Improvements do not constitute Equipment.

“Equity Commitment Letter” shall have the meaning set forth in Section 7.4(a).

“Equity Financing” shall have the meaning set forth in Section 7.4(a).

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

“ERISA Affiliate” shall mean, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is, or was at the relevant time, a member of the same “controlled group” as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

“ESL” shall mean ESL Investments, Inc., JPP, LLC, JPP II, LLC, Eddie S. Lampert and any of their respective directors, officers, or employees, in such capacities and in their individual capacities.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Excluded Asset-Reorganization Taxes” shall mean any and all (i) Taxes imposed on or with respect to the Excluded Assets or the Excluded Liabilities for any taxable period, other than any Tax to the extent such Tax would have been reduced or eliminated had the Sellers’ Tax attributes not transferred to Buyer (taking into account Tax attributes Sellers would have had if all transactions described in Article II were Designated Sale Transactions and respected as such by the Internal Revenue Service), (ii) Taxes imposed on or with respect to the Acquired Assets, the Acquired Properties, the Business or the Assumed Liabilities for any Pre-Assignment Tax Period (for the avoidance of doubt, other than amounts payable by Buyer under Section 5.1(b)), other than any Tax to the extent such Tax would have been reduced or eliminated had the Sellers’ Tax attributes not transferred to Buyer (taking into account Tax attributes Sellers would have had if all transactions described in Article II were Designated Sale Transactions and respected as such by the Internal Revenue Service), (iii) Liabilities of Buyer or any of its Affiliates for Taxes described in clause (i) or (ii) hereof of any Sellers or their Affiliates as a transferee or successor, by contract, operation of law or otherwise, other than as part of any agreement entered into in the Ordinary Course of Business the primary purpose of which is not related to Tax and (iv) Taxes imposed on any earnings on the investment of the cash received pursuant to Section 3.1(a) pending its distribution pursuant to the Bankruptcy Plan.

“Excluded Asset-Sale Taxes” shall mean any and all (i) Taxes imposed on or payable by any Sellers or their Affiliates for any taxable period (whether starting or ending before or after the Closing Date) or with respect to any of the Acquired Assets, the Acquired Properties the Business or the Assumed Liabilities, other than amounts payable by Buyer under Section 5.1(b), and (ii) Liabilities of Buyer or any of its Affiliates for Taxes of any Sellers or their Affiliates as a transferee or successor, by contract, operation of law or otherwise, other than as part of any agreement entered into in the Ordinary Course of Business the primary purpose of which is not related to Tax. Notwithstanding anything to the contrary herein, “Excluded Asset-Sale Taxes” shall not include any Excluded Asset-Reorganization Taxes.

“Excluded Equipment” shall mean all Equipment other than the Acquired Equipment.

“Excluded Improvements” shall mean all Improvements other than the Acquired Improvements.

“Excluded Inventory” shall mean (i) all Inventory other than the Acquired Inventory, (ii) all Inventory held by Sellers which is located at any site which is not a Property and (iii) for the avoidance of doubt, all Inventory located at any GOB Store.

“Excluded IT” shall mean the Equipment and other assets set forth on Schedule 1.1(c).

“Excluded Liabilities” shall have the meaning set forth in Section 2.4.

“Exclusive License” shall mean the license agreement by and between KCD IP, LLC and Buyer as described in Section 9.14(b).

“Existing Financing Arrangements” shall mean the Citi L/C Facility, the DIP Credit Agreement, the FILO Facility, the IP/Ground Lease Term Loan Facility, the Junior DIP Term Loan Agreement, the Real Estate Loan 2020, the Second Lien Line of Credit Facility, the Second Lien Term Loan, the Second Lien PIK Notes and the Third Amended and Restated Credit Agreement.

“Expenses” shall mean (i) the Buyer Occupancy Costs, if applicable, and (ii) the reasonable and documented out-of-pocket fees, costs and expenses or other disbursements borne by any Seller or its Affiliates incurred or accruing (a) during the Designation Rights Period, to the extent Related to the Operating Leases or Operating Leased Stores, (b) to the extent Related to the GOB Leases or GOB Leased Stores incurred or accruing following the GOB Period for each such GOB Lease or GOB Leased Store, (c) after the Closing, to the extent related to an Additional Contract or any Operating Lease or Operating Leased Store or (d) as a result of Sellers being the tenant under the Designatable Lease or Additional Contract during, with respect to the GOB Leased Stores, the period commencing after the GOB Period for each such GOB Leased Store and ending at the expiration of the Designation Rights Period, and with respect to any Operating Leased Property, during the Designation Rights Period, and any reasonable and documented fees, costs and expenses incurred by any Seller or its Affiliates in connection with any transfer of a Designatable Lease to Purchaser following the Designation Rights Period, but in each case shall not, for the avoidance of doubt, include rejection damages or Cure Costs.

“Filing” shall have the meaning set forth in the Recitals.

“FILO Facility” shall mean the first-in, last-out tranche of debt under the Third Amended and Restated Credit Agreement (as amended by (i) that certain Fifth Amendment to Third Amended and Restated Credit Agreement, dated as of March 21, 2018, by and between, inter alios, Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers, SHC, Bank of America, N.A., as administrative agent, co-collateral agent and lender, Wells Fargo Bank, National Association, as co-collateral agent and lender, and PNC Bank, National Association, Citibank N.A., Citizen Business Capital, and Regions Bank, as revolving lenders and (ii) that certain Sixth Amendment to Third Amended and Restated Credit Agreement, dated as of March 21, 2018, by and between, inter alios, Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers,

SHC, Bank of America, N.A., as administrative agent and co-collateral agent, Wells Fargo Bank, National Association, as co-collateral agent, and Benefit Street 2018 LLC, JPP LLC and JPP II LLC as lenders).

“FILO Facility Buyout Amount” shall have the meaning set forth in Section 3.1(c).

“Final Order” shall mean an action taken or order issued by the applicable Governmental Authority (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial, request for stay, motion or petition for reconsideration, application or request for review, or other similar motion, application, notice or request (collectively, a “Challenge”) has been timely filed, or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further Challenge thereon and (ii) as to which the time for instituting or filing a Challenge shall have expired.

“Financing” shall mean, collectively, the Debt Financing and the Equity Financing.

“Financing Sources” shall mean, with respect to (x) the Real Estate Financing, the Cyrus Lender and the Sponsor, (y) the Cyrus Financing, the Cyrus Lender, the Sponsor and Citibank, N.A. and (z) the ABL Financing, the Persons that have directly or indirectly committed to provide or otherwise entered into agreements in connection with the ABL Financing in connection with the transactions contemplated hereby pursuant to the ABL Commitment Letter, including the agents, arrangers and lenders party to the ABL Commitment Letter and/or the Debt Financing Documents relating to the ABL Financing, together with any of their respective Affiliates and their respective Affiliates’ former, current or future officers, directors, employees, agents and representatives, direct or indirect shareholders or equity holders, managers, members and their respective successors and assigns, in each case in their capacities as such.

“Foreign Subsidiary” shall mean any Subsidiary of any Seller incorporated under any jurisdiction other than the United States of America and its territories, other than Sears RE.

“FTC” shall mean the Federal Trade Commission.

“GAAP” shall mean U.S. generally accepted accounting principles in effect from time to time.

“GOB Leases” shall mean each of (i) those leases or lease agreements (including ground leases) related to the real properties identified on Schedule 1.1(m) (together with all amendments, modifications, supplements and renewals thereof), and (ii) to the extent applicable to such leases and lease agreements, all non-disturbance agreements with fee owners or senior landlords, subordination, non-disturbance and attornment agreements, waivers and consents in favor of any Seller, estoppel certificates from landlords under any such leases and lease agreements (to the extent assignable), and landlord waivers or other collateral access agreements in favor of any Seller or any asset-based lenders.

“GOB Leased Store” shall mean the real property demised pursuant to a GOB Lease.

“GOB Owned Stores” shall mean the real property described in Schedule 1.1(n), including, in each case, all of the right, title and interest of Seller and its Subsidiaries to all Improvements located thereon and all easements and other rights and interests appurtenant thereto and any associated rights to parking.

“GOB Period” shall mean with respect to each GOB Leased Store, the period commencing on the Closing Date and ending on the date that Seller delivers written notice to Buyer that the “going-out-of-business” sale with respect to such GOB Leased Store has been completed and all inventory of Sellers has been removed from such GOB Leased Store. For the avoidance of doubt, Sellers may deliver any such notice on or prior to the Closing Date.

“GOB Stores” shall mean, individually or collectively as the context may require, the GOB Leased Stores and the GOB Owned Stores.

“Governmental Authority” shall mean any United States federal, state, municipal or local or any foreign government, governmental agency or authority, or regulatory or administrative authority, or any court, tribunal or judicial body having jurisdiction, including the Bankruptcy Court.

“Hazardous Substances” shall mean any material, substance or waste (solid, liquid, gaseous or combination thereof) defined, characterized or regulated as “hazardous,” “toxic,” “explosive,” a “pollutant” or a “contaminant” under Environmental Laws, including asbestos or any substance containing asbestos, formaldehyde, polychlorinated biphenyls, lead paint and petroleum or petroleum products (including crude oil and any fraction thereof), and by-products of any or all of the foregoing.

“HSR Act” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the relevant rules and regulations thereunder.

“HSR Filing” shall have the meaning set forth in Section 8.3(b).

“Improvements” shall mean all building systems (including HVAC, electrical, plumbing, mechanical, vertical transportation and other similar systems), leasehold alterations, improvements, structures, buildings, fixtures and equipment which are affixed to and constitute a part of any applicable real property. For the avoidance of doubt, Inventory are not Improvements.

“Inbound IP License” shall mean any Contract pursuant to which any Seller is granted any license, covenant not to sue or other rights to use any (i) Intellectual Property or (ii) data (including personal data and personally identifiable information); provided, however, that the term “Inbound IP License” shall not include any Outbound IP License.

“Initial Assigned Agreements” shall have the meaning set forth in Section 2.7(b).

“Initial Assigned Contract” shall have the meaning set forth in Section 2.7(b).

“Initial Assigned Lease” shall have the meaning set forth in Section 2.7(b).

“Intellectual Property” shall mean all intellectual property and other similar proprietary rights, anywhere in the world, whether registered or unregistered, including all rights in and to (i) all trademarks, service marks, logos, trade dress and other source identifiers and commercial indicia of origin, and all registrations and applications therefor, in each case together with the goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing (collectively the “Trademarks”), (ii) all trade names, fictitious business names, corporate names and d/b/a names, together with the goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing (collectively the “Business Names”), (iii) all domain names, URLs and IP addresses (collectively, such domain names and websites, the “Domain Names”), (iv) any social media accounts, identifiers and handles (collectively the “Media Accounts”), (v) trade secrets, know-how and confidential information, including proprietary rights in and to processes, methods, formulae, marketing and technical information, blueprints, quality assurance and control procedures, design tools and simulation capabilities (collectively, the “Know-How”), (vi) all patents and patent applications (including provisionals, continuations, divisionals, continuations-in-part, renewals, reissues, re-examinations, substitutions and extensions thereof), inventions and inventions disclosures (whether or not patentable)(collectively the “Patents”), (vii) all copyrights and registrations and applications therefor and works of authorship, moral rights, designs and mask work rights (collectively the “Copyrights”), (viii) all database rights and (ix) computer programs and applications and any other software (regardless of the stage of development or completion), including libraries, subroutines, protocols, toolsets, compilers, schematics, plugins, APIs and other components thereof, whether in source code, object code or other form, computerized databases and other computerized compilations and collections of data or information, user interfaces, command structures, report formats, templates, menus, buttons and icons, in each case, relating to computer programs or other software, and descriptions, flow charts, architectures, development tools and other materials used to design, plan, organize and develop any of the foregoing; and all related specifications and documentation (collectively, the “Software”).

“Intellectual Property Related Documentation” shall mean each of the following to the extent existing as of the Closing Date and in Sellers’ possession or control as of the Closing Date: (i) all correct and complete physical and electronic copies of all prosecution files and dockets, registration certificates, litigation files and related opinions of counsel and correspondence relating thereto for all issued, registered and applied-for items of Acquired Intellectual Property, (ii) all litigation files to the extent relating to Actions brought for the infringement, dilution, misappropriation or other violation of the Acquired Intellectual Property, (iii) all books, records, files, ledgers or similar documentation in Sellers’ possession used to track, organize or maintain any of the Acquired Intellectual Property, (iv) a list of outstanding maintenance, renewal and prosecution deadlines with respect to the applied-for, registered or issued Acquired Intellectual Property that fall within ninety (90) days following the Closing Date and (v) copies of acquisitions agreements relating to acquisitions of the Acquired Intellectual Property.

“Intellectual Property Security Agreement” shall mean that certain Intellectual Property Security Agreement, dated January 4, 2018 (at any time amended, restated, amended and restated, supplemented or otherwise modified), by and among SHC, Sears Roebuck Acceptance Corp. and Kmart Corporation, as Borrowers, and the other guarantors party thereto, and the lenders named therein, in favor of JPP, LLC, as Agent.

“Intercompany IP Agreements” shall mean any Contract under which a Seller or an Affiliate of a Seller licenses or grants any license, covenant not to sue or other rights under any of the Acquired Intellectual Property to any other Seller(s) or Affiliate(s) of any Seller.

“Inventory” shall mean goods, other than farm products, reflected in the stock ledger of the Sellers as of any date of the determination thereof, which (A) are leased by a person as lessor, (B) are held by a person for sale or lease or to be furnished under a contract of service, (C) are furnished by a person under a contract of service or (D) consist of raw materials, work in process, or materials used or consumed in a business.

“Inventory Value” shall mean, with respect to any Inventory of the Sellers, the value of such Inventory valued at the lower of cost or market value on a basis consistent with the Sellers’ current and historical accounting practice in effect on the date hereof, per the stock ledger (without giving effect to LIFO reserves and general ledger reserves for discontinued inventory, markdowns, intercompany profit, rebates and discounts, any cut off adjustments, revaluation adjustments, purchase price adjustments or adjustments with respect to the capitalization of buying, occupancy, distribution and other overhead costs reflected on the balance sheet of the Sellers in respect of Inventory).

“IP/Ground Lease Buyout Amount” shall have the meaning set forth in Section 3.1(c).

“IP/Ground Lease Property” shall mean the properties that are collateral under the IP/Ground Lease Term Loan Facility, as set forth on Schedule 1.1(d).

“IP/Ground Lease Term Loan Facility” shall mean the loan facility granted pursuant to that certain Term Loan Credit Agreement, dated as of January 4, 2018 (at any time amended, restated, amended and restated, supplemented or otherwise modified), by and between SHC, as holdings, Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers, the guarantors party thereto from time to time, JPP LLC as agent, and JPP LLC, JPP II LLC, Cyrus Opportunities Master Fund II, Ltd., CRS Master Fund, L.P., Crescent 1, L.P., Canary SC Master Fund, L.P., Cyrus Select Opportunities Master Fund, Ltd., Cyrus Special Strategies Master Fund, LP, and Cyrus 1740 Master Funds, LP, as lenders.

“IP Assignment Agreement” shall mean the agreement substantially in the form attached hereto as Exhibit B, to be entered into by and between Sellers, on the one hand, and Buyer or its applicable Affiliates, on the other hand.

“IP License” shall mean each Inbound IP License and each Outbound IP License, and any agreement that constitutes an “IP License” as defined in the Intellectual Property Security Agreement, in each case, for the avoidance of doubt, including the KCD Agreements.

“IP Powers of Attorney” shall mean documents appointing attorneys for Buyer or Buyer’s designees with full power to execute documents and take all other steps solely in connection with (i) effectuating and implementing the assignment of the Acquired Intellectual Property, (ii) perfecting Buyer’s right, title and interest in, to and under the Acquired Intellectual Property pursuant to such assignment and (iii) as otherwise necessary for related bona fide purposes, in each of cases (i) through (iii) in the intellectual property offices of various jurisdictions around the

world, at or after the Closing, including, (A) with respect to the applied-for, issued or registered United States Intellectual Property, the power of attorney substantially as set forth in the form at Exhibit C and (B) with respect to any Intellectual Property included in the Acquired Intellectual Property that is issued, filed or registered in a jurisdiction outside of the United States, powers of attorney suitable for recording in each such jurisdiction with terms and conditions substantially similar to those set forth in Exhibit C, except for any different terms and conditions that would be necessary in a recordable power of attorney for the respective local jurisdiction.

“IT Systems” shall have the meaning set forth in Section 6.10(e).

“Junior DIP Consideration” shall mean evidence reasonably satisfactory to the Sellers that all obligations (including any accrued and unpaid interest) of the Sellers with respect to \$350,000,000 aggregate principal amount outstanding under the Junior DIP Term Loan Agreement (or such lesser aggregate principal amount outstanding thereunder to the extent that the junior DIP facility under the Junior DIP Credit Agreement is not fully drawn as of the Closing Date) have been satisfied and released.

“Junior DIP Term Loan Agreement” shall mean that certain Superpriority Junior Lien Secured Debtor-in-Possession Credit Agreement dated as of November 29, 2018 by and among SHC, as holdings, Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers, the several banks, financial institutions or other entities from time to time party thereto as Term Lenders thereunder and Cantor Fitzgerald Securities as administrative agent and collateral agent as filed with the Bankruptcy Court [Docket No. 951-2].

“KCD Agreements” shall mean all IP Licenses under which KCD IP, LLC or a Seller grants any license, sublicense, covenant not to sue or other rights under any KCD IP to any Seller prior to the Closing.

“KCD IP” shall mean any Intellectual Property owned by KCD IP, LLC as of the date hereof or as of the Closing.

“KCD Notes” shall mean the 6.90% KCD IP, LLC Asset-Backed Notes issued pursuant to the Indenture dated as of May 18, 2006, by KCD IP, LLC as Issuer and U.S. Bank National Association, as Trustee.

“Kenmore Marks” shall mean the name “KENMORE” and any name consisting of, containing or incorporating “KENMORE”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“Kenmore/DieHard Business” shall have the meaning set forth in the Recitals.

“Kmart Marks” shall mean the name “KMART” and any name consisting of, containing or incorporating “KMART”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“Knowledge” shall mean, with respect to any matter in question, in the case of Sellers, the knowledge after reasonable inquiry of the individuals set forth on Schedule 1.1(e) with respect to such matter.

“Know-How” shall have the definition set forth in the definition of Intellectual Property.

“L/C Facility Consideration” shall mean evidence reasonably satisfactory to the Sellers that all obligations of Sellers with respect to amounts outstanding or commitments under the Citi L/C Facility (but in no event with respect to a principal amount of greater than \$271 million) have been satisfied and released, including as contemplated by the Cyrus Financing.

“Labeling and Marketing Materials” shall mean all product labeling, product advertising, marketing and promotional materials, training materials and other similar materials, in each case created or developed by or on behalf of a Seller.

“Law” shall mean any foreign or domestic law, statute, code, ordinance, rule, regulation, order, decision, judgment, writ, stipulation, award, injunction or decree by any Governmental Authority, including all Environmental Laws and the Americans with Disabilities Act, as amended (“ADA”), together with all final and unappealable awards or decisions by an arbitrator or arbitration panel (“Arbitrator”) by which Sellers or any of the Properties, Leases or Acquired Assets is bound.

“Leases” shall mean collectively (i) the Initial Assigned Leases, and (ii) the Designatable Leases.

“Lease Premises” shall mean each of the Sellers’ or its Subsidiaries’ leased real properties that is an Initial Assigned Lease or a Designatable Lease.

“Liability” shall mean any liability, indebtedness, debt, guaranty, claim, demand, loss, damage, deficiency, assessment, responsibility, Claim, Action, proceeding or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured, whether matured or not yet matured) and including all costs, fees and expenses relating thereto.

“Lien” means any claim, mortgage, option, pledge, lien, encumbrance, title defect, preemptive right, restriction on transfer or other restriction of any kind (other than restrictions on transfer created under applicable securities laws, charge or other security interest).

“Managed Properties” shall have the meaning set forth in Section 8.8(b).

“Management Services” shall have the meaning set forth in Section 8.8(b).

“Management Services Period” shall mean the period commencing immediately following the Closing and (i) for each Acquired Property at which Management Services are being provided, upon (a) the earliest to occur of (1) the date that the applicable Seller receives written notice of termination from Buyer, (2) the six (6) month anniversary of the Closing Date or (3) such later

date as may be agreed by the Parties, and (ii) for each Occupancy Leased Premise, five (5) Business Days following the delivery by Buyer of a Buyer Rejection Notice with respect to such Occupancy Leased Premise.

“Management Services Reimbursements” shall have the meaning set forth in Section 8.8(b).

“Marketing Period” means the first period of fourteen (14) consecutive Business Days after the date of this Agreement and throughout each day of which Buyer shall have all of the Required Information and such Required Information is Compliant; provided that January 21, 2019 shall not be considered a Business Day for the purposes of calculating such fourteen (14) Business Day period. Notwithstanding the foregoing, the Marketing Period shall not commence and shall be deemed not to have commenced if, on or prior to the completion of such fourteen (14) consecutive Business Day period, (i) Sellers (or any Affiliate thereof) have determined that a restatement of any financial information included in the Required Information is necessary or that such restatement is under consideration, in which case the Marketing Period shall be deemed not to commence unless and until any such restatement has been completed and the applicable Required Information has been amended or Sellers (or any Affiliate thereof) have determined that no restatement shall be required, or (ii) any Required Information would not be Compliant during such fourteen (14) Business Day period. Notwithstanding the provisions of this paragraph, the Marketing Period shall end on any earlier date on which the Debt Financing is consummated; provided, that if Sellers in good faith reasonably believe that they have delivered the Required Information that is Compliant to Buyer, they may deliver to Buyer a written notice to that effect (stating when they believe they completed such delivery), in which case such Required Information shall be deemed to have been delivered on the date specified in that notice, unless Buyer in good faith reasonably believes that Sellers have not completed delivery of the Required Information or that the Required Information is not Compliant and, within two (2) Business Days after receipt of such notice from Sellers, Buyer delivers a written notice to Sellers to that effect and stating with specificity which Required Information Sellers have not delivered or the reason for which the Required Information is not Compliant, in which case, the Marketing Period shall commence upon delivery to Buyer of such specified information or when such information is Compliant.

“Material Adverse Effect” shall mean any effect, change, condition, circumstance, development or event (any of the foregoing, an “Effect”) that, individually or in the aggregate with all other Effects has had, or would reasonably be expected to have, a material adverse effect on (A) the assets, liabilities, properties, business or condition (financial or otherwise) of the Designation Rights, Acquired Assets and Assumed Liabilities taken as a whole, or (B) Sellers’ ability to consummate the Transactions pursuant to the terms hereof, in each case excluding any Effect that results from or arises out of: (i) the execution and delivery of this Agreement or the announcement thereof or the pendency or consummation of the Transactions; (ii) any change in the United States or foreign economies or securities or financial markets generally; (iii) any change arising in connection with natural disasters, earthquakes, fire, flood, hurricane, tornado or other weather event, geopolitical conditions or any outbreak or escalation of hostilities or acts of terrorism or war, military actions or any escalation or material worsening of any such hostilities or acts of terrorism or war, military actions existing or underway as of the date hereof; (iv) any

effect, change or event that is otherwise generally applicable to the industries and markets in which Sellers operate; (v) changes in (or proposals to change) Laws or accounting regulations or principles; (vi) any action expressly contemplated by this Agreement; (vii) compliance with the terms of this Agreement; or (viii) the Bankruptcy Cases and reasonably anticipated Effects thereof on the Business, the Acquired Assets or the Designation Rights; provided, however, that in the case of the foregoing clauses (ii), (iii), (iv) or (v), any such Effect shall not be deemed to be excluded solely to the extent it has a materially disproportionate adverse effect on the assets, liabilities, properties, business or condition of the Sellers, taken as a whole, compared to other Persons similarly situated in the same industry.

“Material Contracts” shall have the meaning set forth in Section 6.11(a).

“Media Accounts” shall have the meaning set forth in the definition of Intellectual Property.

“Multiemployer Plan” shall mean a “multiemployer plan” within the meaning of Section 3(37) or 4001(a)(3) of ERISA.

“Non-Recourse Parties” shall have the meaning set forth in Section 13.12.

“Non-Represented Employees” shall have the meaning set forth in Section 9.7(a).

“Occupancy Agreement” shall mean that certain Occupancy Agreement substantially in the form attached hereto as Exhibit D.

“Occupancy Expenses” shall mean, with respect to any Lease Premises, all liquidated costs, expenses, obligations and liabilities under or in connection with the applicable Lease payable or paid by any Seller, including any and all mortgage payments, base rent, percentage rent, additional rent, CAM, utilities, Property Taxes and assessments, costs of continuing the level of maintenance and security required by this Agreement, a pro rata portion of insurance (including public liability and casualty insurance) attributable to such Lease or Lease Premises and all other categories of expenses, obligations and liabilities arising or accruing under or in connection with such Lease (whether or not billed by the applicable counterparty to such Lease). For the avoidance of doubt, Occupancy Expenses shall not include any Seller’s costs and expenses of (a) any professionals retained in connection with the Bankruptcy Cases or (b) counsel of any kind except to the extent counsel is retained with respect to a Lease or Owned Real Property and not Sellers’ other operations.

“Occupancy Leased Premise” has the meaning assigned thereto in the Occupancy Agreement.

“OEA” shall have the meaning set forth in the definition of Books and Records.

“Operating Leases” shall mean each of (i) those leases or lease agreements (including ground leases) related to the real properties identified on Schedule 1.1(o) (together with all amendments, modifications, supplements and renewals thereof), and (ii) to the extent applicable to such leases and lease agreements, all non-disturbance agreements with fee owners or senior

landlords, subordination, non-disturbance and attornment agreements, waivers and consents in favor of any Seller, estoppel certificates from landlords under any such leases and lease agreements (to the extent assignable), and landlord waivers or other collateral access agreements in favor of any Seller or any asset-based lenders.

“Operating Leased Property” shall mean the real property demised pursuant to an Operating Lease.

“Operating Owned Property” shall mean the real property described in Schedule 1.1(p), including, in each case, all of the right, title and interest of Seller and its Subsidiaries to all Improvements located thereon and all easements and other rights and interests appurtenant thereto and any associated rights to parking.

“Order” shall mean any award, writ, injunction, judgment, order, decree, attachment, stay, stipulation, certification, determination, decision, verdict, ruling, subpoena, or award issued or entered by or with any Governmental Authority or Arbitrator (whether temporary, preliminary or permanent).

“Ordered Inventory” shall mean Inventory (other than Prepaid Inventory) of the type set forth on Schedule 1.1(f) that has been ordered by Sellers prior to the Closing Date but as to which Sellers have not taken title or delivery prior to the Closing Date.

“Ordinary Course of Business” shall mean the operation of the Business in the ordinary and usual course consistent with past practice as well as (and subject to) the Filing and all Orders entered in connection therewith.

“Other Payables” shall mean the accounts payable set forth on Schedule 1.1(g).

“Outbound IP License” shall mean any Contract pursuant to which any Seller has granted any license, covenant not to use or other rights under any (i) Acquired Intellectual Property or (ii) Acquired Data, in each case, whether or not, pursuant to such Contract, any Seller was granted any license, covenant not to sue or other rights to use any (A) Intellectual Property or (B) data (including personal data and personally identifiable information).

“Outside Date” shall have the meaning set forth in Section 12.1(a)(ii).

“Owned Real Property” shall mean (i) the GOB Owned Stores and (ii) the Operating Owned Properties.

“PA Liabilities” shall have the meaning set forth in Section 2.3(e).

“PA Liabilities Services Agreement” shall have the meaning set forth in Section 2.8(e).

“PartsDirect Marks” shall mean the name “PARTSDIRECT” and any name consisting of, containing or incorporating “PARTSDIRECT”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“Party” or “Parties” shall mean, individually or collectively, Buyer and Sellers.

“Patents” shall have the meaning set forth in the definition of Intellectual Property.

“Payoff Letters” shall mean, with respect to the Third Amended and Restated Credit Facility, the FILO Facility, the DIP Credit Agreement and the Junior DIP Term Loan, payoff letters in form and substance reasonably satisfactory to Buyer (subject only to delivery of funds, as arranged by Buyer, the credit bids pursuant to Section 363(k) of the Bankruptcy Code described in Section 3.1(b)(ii) or other satisfaction), that provide for the full and unconditional release of any and all Liens and other security interests on the Acquired Assets (subject, in each case, only to delivery of funds as arranged by Buyer). To the extent required to effect the release in the previous sentence, such Payoff Letter shall include UCC-3 termination statements and fully executed short-form termination and release agreements with respect to any and all security interests in intellectual property that, when filed or recorded, as the case may be, will be sufficient to release any and all such security interests in intellectual property, and the authorization for the Sellers to file or record such documents (unless already filed concurrently with delivery of such Payoff Letter).

“Pending Inventory” shall mean the Ordered Inventory and the Prepaid Inventory.

“Permits” shall mean, with respect to any Lease Premises or Owned Real Property, all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates (including all certificates of occupancy), building permits, fire, health and safety permits, site plan approvals and all other planning approvals, zoning variances, conditional or special use permits (including for firearms or other special occupancies or uses), general assembly or general use permits or other similar documentation, and all Environmental Permits, approvals, clearances and Orders of a Governmental Authority.

“Permitted Encumbrances” shall mean Permitted Post-Closing Encumbrances and Permitted Pre-Closing Encumbrances.

“Permitted Post-Closing Encumbrances” shall mean (i) with respect to real property leased or owned by Sellers, zoning restrictions, building codes and other land use laws regulating the use or occupancy of real property, (ii) non-monetary encumbrances to the extent that the Approval Order does not in fact release any such Encumbrance upon Closing, (iii) any encumbrances on the interest of any landlord or sublandlord or underlying fee interest of any Acquired Lease and (iv) as otherwise set forth on Schedule 1.1(i).

“Permitted Pre-Closing Encumbrances” shall mean (i) with respect to real property leased or owned by Sellers, zoning restrictions, building codes and other land use laws regulating the use or occupancy of real property and defects of title, easements, rights of way, covenants and restrictions, and any other encumbrance, in each case, that do not, individually or in the aggregate, materially affect the value and do not materially interfere with the use and operation of the assets to which they relate, (ii) other non-monetary Encumbrances that do not, individually or in the aggregate, materially interfere with the use or market value of the assets to which they relate or which will be cleared by the Bankruptcy Court, (iii) any encumbrances on the interest of any landlord or sublandlord or underlying fee interest of any Acquired Lease, (iv) non-exclusive licenses to Intellectual Property granted to customers, suppliers and other service providers of

Sellers to the extent necessary for their respective use of the products and services of the Business or for the provision of services to Sellers and its Subsidiaries in connection therewith and entered into in the Ordinary Course of Business, (v) liens for Taxes that are not delinquent or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained to the extent required in accordance with GAAP, (vi) mechanics', carriers', workmen's, repairmen's or other similar liens arising or incurred in the Ordinary Course of Business for amounts which are (x) not due and payable and (y) not, individually or in the aggregate, material to the Business or the Acquired Assets, (vii) such other imperfections in title, charges, easements, restrictions and encumbrances which do not secure an obligation to pay money or materially interfere with the use or market value of the assets to which they relate and (viii) as otherwise set forth on Schedule 1.1(j).

"Person" shall mean any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

"Petition Date" shall have the meaning set forth in the Recitals.

"Pharmacy Receivables" means Accounts (as defined under the UCC) arising from the sale of prescription drugs or other Inventory which can be dispensed only through an order of a licensed professional (including, for the avoidance of doubt, for pharmacy scripts).

"Plans and Permits" shall mean, with respect to any Lease Premises or Owned Real Property, all related reports (including engineering and environmental), surveys (boundary and topographical), plans, blueprints and other schematics, franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates (including all certificates of occupancy), building permits, fire, health and safety permits, site plan approvals and all other planning approvals, zoning variances, conditional or special use permits (including for firearms or other special occupancies or uses), general assembly or general use permits or other similar documentation, and all Environmental Permits, approvals, clearances and Orders of a Governmental Authority, together with all architect, engineer, contractor, vendor and supplier warranties and guarantees with respect to any of the foregoing and/or the related Improvements.

"Potential Acquired Assets" shall mean all assets of Seller of any kind that either (i) constitute an Acquired Asset (other than Leases or Contracts) or (ii) constitute Potential Transferred Agreements.

"Potential Transferred Agreement" shall mean (i) all Leases and (ii) all other Contracts Related to the Business to which a Seller is a party and all IP Licenses, excluding, in each case, this Agreement, the Approval Order, the Existing Financing Arrangements and any other Transaction Documents, and any engagement letters or agreements between any Seller and any estate professionals retained by such Seller. For the avoidance of doubt, the foregoing Leases and Contracts are required to be listed on the list provided by the Seller to Buyer within five (5) Business Days following the date hereof in accordance with Section 2.7.

"Pre-Assignment Tax Period" shall mean, with respect to any Acquired Asset, Acquired Property or Assumed Liability, any taxable period (or portion thereof) ending on or before the date

on which (i) the sale, transfer, assignment, conveyance or delivery of, or relating to, such Acquired Asset or Acquired Property to Buyer (or an applicable Assignee) or (ii) the assumption of such Assumed Liability by Buyer (or an applicable Assignee), in each case, is consummated, which date shall be the Closing Date or the applicable Designation Assignment Date pursuant to the terms of this Agreement.

“Prepaid Inventory” shall mean all Inventory that has been paid for by Sellers prior to the Closing Date but as to which Sellers have not taken title or delivery as of the Closing Date.

“Prepaid Inventory Shortfall Amount” shall mean an amount equal to \$147,000,000 less the amount of the Prepaid Inventory as of the Closing Date; provided, that if the Warranty Receivables Shortfall Amount is a negative number, the Prepaid Inventory Shortfall Amount shall be reduced by the absolute value of the Warranty Receivables Shortfall Amount.

“Proceeding” shall mean any claim, as defined in the Bankruptcy Code, action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

“Product Catalogs and Manuals” shall mean all product catalogs, manuals and user guides, in each case created or developed by or on behalf of any Seller.

“Property” shall mean any (i) each Lease Premises and (ii) each Owned Real Property.

“Property Taxes” shall have the meaning set forth in Section 2.1(i).

“Purchase Price” shall have the meaning set forth in Section 3.1.

“Real Estate Financing” shall have the meaning set forth in Section 7.4(a).

“Real Estate Financing Commitment Letter” shall have the meaning set forth in Section 7.4(a).

“Real Estate Loan 2020” shall mean the loan extended pursuant to that certain Third Amended and Restated Loan Agreement, dated June 4, 2018 (as at any time amended, restated, amended and restated, supplemented or otherwise modified), among Sears, Roebuck and Co., Kmart Stores of Illinois LLC, Kmart of Washington LLC, Kmart Corporation, SHC Desert Springs, LLC, Innovel Solutions, Inc., Sears Holdings Management Corporation, MaxServ, Inc., Troy Coolidge No 13, LLC, Sears Development Co. and Big Beaver of Florida Development, LLC, collectively as borrowers, SHC, as guarantor, JPP, LLC as agent, and JPP, LLC, JPP II LLC and Cascade Investment, L.L.C., as lenders.

“Real Estate Loan 2020 Buyout Amount” shall have the meaning set forth in Section 3.1(c).

“Related” to any business, asset or Liability, shall mean owned or held primarily by, required primarily for, or used, intended for use, leased or licensed, primarily in connection with,

or (in the case of Liabilities) to the extent accrued, reserved or incurred in connection with, such business, asset or Liability.

“Representative” shall mean, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Represented Employees” shall have the meaning set forth in Section 9.7.

“Required Information” means (x) the financial information regarding the Sellers necessary and requested in writing from the Sellers prior to the date hereof for Buyer to prepare the pro forma financial statements referenced in paragraph 5(i) of Exhibit C of the ABL Commitment Letter and (y) the financial statements regarding the Sellers referenced in paragraph 5(ii) of Exhibit C of the ABL Commitment Letter; *provided*, that Buyer acknowledges that as of the date of this Agreement Buyer has received the financial information and financial statements referred to in clauses (x) and (y) of this definition).

“Retained Books and Records” shall mean (i) any documents that Sellers are required by applicable Law to retain, provided that a copy of such Books and Records that is also related to the Business, the Acquired Assets or the Assumed Liabilities shall be included in Books and Records, and Sellers shall redact from any copies included in the Retained Books and Records any information to the extent related to the Business, the Acquired Assets or the Assumed Liabilities to the extent permitted by applicable Law, (ii) corporate seals, minute books, charter documents, corporate stock record books, original Tax Returns and such other books and records, in each case, as pertaining to the organization, or share capitalization of any of Sellers, (iii) any documents, instruments, records and other written or electronic material in whatever form or media exclusively related to any of the Excluded Assets or Excluded Liabilities, (iv) copies of any Books and Records or information Related to any Excluded Assets or Excluded Liabilities, provided that a copy of such Books and Records that is also related to the Business, the Acquired Assets or the Assumed Liabilities shall be included in Books and Records, (v) confidential personnel and medical records pertaining to current and former directors, officers, employees, consultants and independent contractors of the Sellers solely to the extent that a transfer of such information would be in violation of applicable Laws and provided that Sellers shall reasonably cooperate with Buyer to enter into any Contracts that Buyer may reasonably request in order to render the provision of such information compliant with all applicable Laws, (vi) documents relating to proposals to acquire the Business or the Acquired Assets or any part thereof by any Person other than Buyer, (vii) all documents prepared in connection with this Agreement or the Transactions and (viii) all documents primarily relating to the Bankruptcy Case and copies of all documents relating to the Bankruptcy Case.

“Sears Marks” shall mean the name “SEARS” and any name consisting of, containing or incorporating “SEARS”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“Sears Re” shall mean Sears Reinsurance Company Ltd., a Bermuda Class 3 insurer.

“Second Lien Credit Agreement” shall mean that certain Second Lien Credit Agreement, dated as of September 1, 2016 by and among Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers, SHC, JPP LLC, as administrative agent and collateral administrator, JPP LLC and JPP II LLC, as lenders, and the guarantors party thereto from time to time.

“Second Lien Line of Credit Facility” shall mean the line of credit facility granted pursuant to an amendment to the Second Lien Credit Agreement.

“Second Lien Term Loan” shall mean the term loan granted pursuant to the Second Lien Credit Agreement.

“Second Lien PIK Notes” shall mean those certain 6 5/8% secured convertible notes due October 2019, issued by SHC pursuant to that certain Indenture, dated March 20, 2018 (as at any time amended, restated, amended and restated or otherwise modified) by and among SHC, as issuer, Computershare Trust Company, N.A., as trustee, and California Builder Appliances, Inc., Florida Builder Appliances, Inc., Kmart Corporation, Kmart Holding Corporation, Kmart Operations LLC, Sears Operations LLC, Sears, Roebuck and Co., Sears Holdings Management Corporation, Sears Home Improvement Products, Inc., Sears Roebuck Acceptance Corp., A&E Factory Service, LLC, A&E Home Delivery, LLC, A&E Lawn & Garden, LLC, A&E Signature Service, LLC, KLC, Inc., Kmart of Michigan, Inc., Private Brands, Ltd., Sears Brands Management Corporation, Sears Protection Company, Sears Protection Company (Florida) L.L.C., Sears Roebuck de Puerto Rico, Inc., SOE, Inc., Starwest, LLC, Kmart.com LLC, Kmart of Washington LLC, Kmart Stores of Illinois LLC, Kmart Stores of Texas LLC, and Mygofer LLC, as guarantors.

“Securities Consideration” means debt or equity securities in Buyer, in an amount and form to be determined by Buyer in an amount and form reasonably acceptable to Buyer, including as to subordination.

“Security Deposit Documents” shall have the meaning set forth in Section 2.1(o).

“Security Deposits” shall have the meaning set forth in Section 2.1(o).

“Seller” and “Sellers” shall have the meanings set forth in the Preamble.

“Seller Instructions” shall have the meaning set forth in Section 2.8(c).

“Seller Retained Occupancy Agreement” shall mean that certain Seller Retained Occupancy Agreement in the form attached hereto as Exhibit F.

“Seller SEC Reports” shall have the meaning set forth in Section 6.12.

“Seller Products” shall mean any product manufactured, sold, offered for sale or otherwise distributed by a Seller within the scope of the Business.

“Seller Releasing Party” shall have the meaning set forth in Section 9.13.

“Seller Services” shall mean any service of the type provided by a Seller within the scope of the Business.

“Seritage Master Lease” shall mean the Master Lease by and among Seritage SRC Finance LLC, Seritage KMT Finance LLC, Kmart Operations, LLC, and Sears Operations, LLC, dated as of July 7, 2015, as modified by the Side Letter to Master Lease, by and among Seritage SRC Finance LLC, Seritage KMT Finance LLC, Kmart Operations, LLC, and Sears Operations, LLC, dated as of July 7, 2015.

“Service Providers” shall mean the current and former directors, officers, employees, consultants and independent contractors of Sellers and their Affiliates.

“ServiceLive Marks” shall mean the name “SERVICELIVE” and any name consisting of, containing or incorporating “SERVICELIVE”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“Severance Reimbursement Obligations” shall have the meaning set forth in Section 9.7(i).

“SHC” shall have the meaning set forth in the Preamble.

“SHIP Closing” shall mean the Closing (as defined in the SHIP Purchase Agreement).

“SHIP Purchase Agreement” means that certain SHIP Asset Purchase Agreement entered into as of November 2, 2018 by and between SHC, a Delaware corporation, and Service.com, Inc., a Delaware corporation (as may be amended from time to time).

“SHIP Purchase Agreement Assets” means the Transferred Assets (as defined in the SHIP Purchase Agreement).

“SHIP Purchase Agreement Liabilities” means the Assumed Liabilities (as defined in the SHIP Purchase Agreement).

“Shop Your Way Marks” shall mean the name “SHOP YOUR WAY” and any name consisting of, containing or incorporating “SHOP YOUR WAY”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“Short Form Assignments” shall mean (i) with respect to any Trademarks, Patents or Copyrights issued, filed or registered in the United States and included in the Acquired Intellectual Property, agreements substantially in the form of Schedule 1, Schedule 2 or Schedule 3 of the IP Assignment Agreement, (ii) with respect to any Domain Names included in the Acquired Intellectual Property, an agreement substantially in the form of Schedule 4 of the IP Assignment Agreement and (iii) with respect to any Intellectual Property included in the Acquired Intellectual Property that is issued, filed or registered in a jurisdiction outside of the United States, an assignment agreement suitable for recording in the relevant jurisdictions with terms and conditions substantially similar to those set forth in Schedule 1, Schedule 2 or Schedule 3 of IP Assignment

Agreement, except for any different terms and conditions that would be necessary in a recordable assignment agreement for the respective local jurisdiction, in each case of clauses (i) through (iii) to be entered into by and between a Seller, on the one hand, and Buyer or its applicable Affiliates, on the other hand (clauses (i) through (iii) shall include each of the issued, registered or applied-for items of Intellectual Property included in the Acquired Intellectual Property).

“Smart Sense Marks” shall mean the name “SMART SENSE” and any name consisting of, containing or incorporating “SMART SENSE”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“Software” shall have the meaning set forth in the definition of Intellectual Property.

“Sparrow Properties” shall mean the real properties set forth on Schedule 1.1(q).

“Specified Receivables” shall mean the accounts receivable set forth on Schedule 1.1(k).

“Specified Receivables Shortfall Amount” shall mean an amount equal to \$255,200,000 less the amount of the Specified Receivables delivered to Buyer at Closing.

“Sponsor” shall have the meaning set forth in Section 7.4(a).

“Straddle Period” shall have the meaning set forth in Section 9.2(d).

“Store Cash” shall mean any cash of the Sellers in the registers or otherwise held at any Operating Lease Property or any Operating Owned Property, in an amount not to exceed \$17,000,000.

“Subsidiary” shall mean, with respect to any Person, any other Person where a majority of its outstanding voting or equity interests are held, directly, or indirectly through one or more intermediaries, by such Person.

“Tax” or “Taxes” shall mean any federal, state, provincial, local, municipal, foreign or other taxes, duties, levies, governmental charges or assessments or deficiencies thereof, including all income, alternative, minimum, franchise, capital stock, net worth, capital gains, profits, intangibles, gross receipts, value added, sales, use, goods and services, excise, customs, transfer, recording, occupancy, employment, unemployment, social security, payroll, withholding, estimated or other taxes, duties, levies or other governmental charges or assessments or deficiencies thereof (including all interest and penalties thereon and additions thereto), in each case imposed by any Governmental Authority.

“Tax Opinion” shall mean an opinion at a “more likely than not” or higher standard as to the tax consequences of any of the transactions described in Article II.

“Tax Proceeding” shall mean any audit, examination, investigation or other administrative or judicial proceeding with or against any Governmental Authority or otherwise with respect to Taxes.

“Tax Reorganization” shall have the meaning set forth in Section 2.12.

“Tax Result” shall mean (i) the minimization of the net amount of Taxes imposed on, and (ii) the maximization of the aggregate amount of the Tax attributes described in section 108(b)(2) of the Code available for utilization by, in each case, (x) Buyer or the group of affiliated corporations (within the meaning of section 1504(a) of the Code) of which Buyer is the parent (or a member) or (y) Buyer or any combined group of which it is a member for state Tax purposes.

“Tax Return” shall mean any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed with or required to be filed with any Governmental Authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws, regulations or administrative requirements relating to any Tax.

“Third Amended and Restated Credit Agreement” shall mean that certain Third Amended and Restated Credit Agreement dated as of July 21, 2015 (as at any time amended, restated, amended and restated, supplemented or otherwise modified), by and among Sears Roebuck Acceptance Corp. and Kmart Corporation, as borrowers, SHC, Bank of America, N.A., as administrative agent, co-collateral agent and swingline lender, Wells Fargo Bank, National Association as co-collateral agent, Wells Fargo Bank, National Association as syndication agent, PNC Bank, National Association, Siemens Financial Services, Inc., Ally Bank and Citigroup Global Markets Inc. as co-documentation agents, Merrill Lynch Pierce, Fenner & Smith Incorporated, Wells Fargo Bank, National Association, as joint lead arrangers, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Wells Fargo Bank, National Association, PNC Bank, National Association and Citigroup Global Markets Inc. as joint bookrunners pursuant to which Third Amended and Restated Credit Agreement Sears Roebuck Acceptance Corp. and Kmart Corporation entered into two senior secured term loan facilities as well as a \$1.5 billion asset-based revolving credit facility with a syndicate of lenders.

“Title Company” shall have the meaning set forth in Section 9.9.

“Titled Property” shall have the meaning set forth in Section 9.9.

“Trademarks” shall have the meaning set forth in the definition of Intellectual Property.

“Transaction Documents” shall mean this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

“Transactions” shall mean the transactions contemplated to be consummated by this Agreement and the Transaction Documents, including the purchase and sale of the Designation Rights and the Acquired Assets and the assumption of the Assumed Liabilities provided for in this Agreement.

“Transfer Taxes” shall have the meaning set forth in Section 9.3(a).

“Transferred Employees” shall have the meaning set forth in Section 9.7(a).

“UCC” shall mean the Uniform Commercial Code as from time to time in effect in the State of Delaware.

“Wally Marks” shall mean the name “WALLY” and any name consisting of, containing or incorporating “WALLY”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended, any similar Law (including any similar local, state or non-U.S. notice requirement relating to the termination of employees), and the rules and regulations thereunder.

“Warranty Receivables” shall mean those certain accounts receivable set forth on Schedule 1.1(I).

“Warranty Receivables Shortfall Amount” shall mean an amount equal to \$53,600,000 less the amount of the Warranty Receivables delivered to Buyer at Closing; provided, that if the Prepaid Inventory Shortfall Amount is a negative number, the Warranty Receivables Shortfall Amount shall be reduced by the absolute value of the Prepaid Inventory Shortfall Amount.

“Weatherbeater Marks” shall mean the name “WEATHERBEATER” and any name consisting of, containing or incorporating “WEATHERBEATER”, and all designs and logos associated therewith, in each case, together with all variations thereof; and all Trademarks, Business Names, Domain Names and Media Accounts consisting of, containing or incorporating any of the foregoing.

## Section 1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise indicated to the contrary in this Agreement by the context or use thereof:

(i) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Any reference in this Agreement to “dollars” or “\$” means U.S. dollars.

(iii) Unless the context otherwise requires, all capitalized terms used in the Exhibits and Schedules shall have the respective meanings assigned in this Agreement. No reference to or disclosure of any item or other matter in the Exhibits and Schedules shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Exhibits and Schedules. No disclosure in the Exhibits and Schedules relating to any possible breach or violation of any Contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Solely to the extent any Schedule

is related to any representation or warranty contained in this Agreement, any information, item or other disclosure set forth in any Schedule shall be deemed to have been set forth in all other applicable Schedules relating to representations or warranties contained in this Agreement if the relevance of such disclosure to such other Schedule is reasonably apparent on the face of such disclosure. All Exhibits and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(iv) Any reference in this Agreement to gender includes all genders, and words importing the singular number also include the plural and vice versa.

(v) The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "Section," "Article," "Schedule," or "Exhibit" are to the corresponding Section, Article, Schedule, or Exhibit of or to this Agreement unless otherwise specified.

(vi) Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(vii) The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not merely mean "if."

(viii) The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) References to "any" shall mean "any and all," and "or" is used in the inclusive sense of "and/or."

(b) No Strict Construction. Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

## ARTICLE II

### PURCHASE AND SALE

Section 2.1 Purchase and Sale of the Acquired Assets. Upon the terms and subject to the conditions of this Agreement, and subject to Section 2.6 and Article V with respect to the Designation Rights and Designatable Leases, and Section 2.7(d), Section 2.9 and Article V with respect to Additional Contracts, on the Closing Date, Sellers shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer or the applicable Assignee, and Buyer or such applicable Assignee shall purchase, all right, title and interest of Sellers, in, to or under all assets, properties and rights Related to the Business other than the Excluded Assets, and the following assets, properties and rights (collectively, the “Acquired Assets”) free and clear of any and all Encumbrances of any kind, nature or description and any Claims, in each case other than Permitted Post-Closing Encumbrances and those rights subject to Section 365(n) of the Bankruptcy Code to the extent applicable:

- (a) the Assigned Agreements and the Designation Rights;
- (b) all Acquired Lease Rights;
- (c) all Owned Real Property;
- (d) all Acquired Inventory, all Acquired Receivables, all Acquired Equipment and all Acquired Improvements;
- (e) all Intellectual Property owned (whether solely or jointly with others) by Sellers, including (i) the Sears Marks, the Kmart Marks, the Shop Your Way Marks, the ServiceLive Marks, the PartsDirect Marks, the Wally Marks, the Smart Sense Marks, the Weatherbeater Marks, the Kenmore Marks registered or applied for outside of the United States and the DieHard Marks registered or applied for outside of the United States, (ii) the Trademarks, listed on Schedule 2.1(a)(i) attached hereto, (iii) the Business Names listed on Schedule 2.1(a)(ii) attached hereto, (iv) the Patents listed on Schedule 2.1(a)(iii) attached hereto, (v) the Copyrights listed on Schedule 2.1(a)(iv) attached hereto, (vi) the Domain Names listed on Schedule 2.1(a)(v) attached hereto, (vii) the Media Accounts listed on Schedule 2.1(a)(vi) attached hereto and (viii) all Intellectual Property that constitutes “Collateral” as defined in the Intellectual Property Security Agreement (collectively, the “Acquired Intellectual Property”), in each case of the foregoing together with the rights (A) to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation thereof, (B) to collect past and future royalties and other payments thereunder, (C) to claim priority thereon under any Law, (D) to prosecute, register, maintain and defend such Intellectual Property before any public or private agency, office or registrar and (E) to fully and entirely stand in the place of Sellers, as applicable, in all matters related thereto; for the avoidance of doubt, Buyer and Sellers hereby acknowledge and agree that as of the Closing Date, Buyer shall be the successor in interest to each of the businesses of Sellers to which the Trademarks included in the Acquired Intellectual Property pertain, and such businesses shall be ongoing and existing;

(f) all goodwill and other intangible assets associated with or connected to the Business or symbolized by any of the Acquired Intellectual Property and all goodwill of the businesses in which the Trademarks and Business Names included in the Acquired Intellectual Property are used and all goodwill connected with the use of and symbolized by the foregoing;

(g) (i) all data owned or controlled (meaning any data Sellers have the ability to transfer in compliance with applicable Law) by any of the Sellers and contained in Sellers' IT Systems, data centers or databases stored by third parties on behalf of Sellers or otherwise collected, accessed, acquired, stored, protected, used, re-used or otherwise processed by or on behalf of a Seller to the extent the sale or transfer of such data is not in contravention with applicable Law or any of any Seller's applicable privacy policies or contractual restrictions, (ii) Customer Data to the extent the sale or transfer of such Customer Data is not in contravention with applicable Law or any of any Seller's applicable privacy policies or contractual restrictions and (iii) all other data that constitutes "Collateral" as defined in the Intellectual Property Security Agreement, to the extent the sale or transfer of such data is not in contravention with applicable Law or any of any Seller's applicable privacy policies or contractual restrictions (the data described in this clause (iii), together with the data described in clauses (i) and (ii), the "Acquired Data");

(h) any Claims, causes of action, claims, rights of recovery or rights of set-off arising under any IP Licenses included in the Assigned Agreements on or after the Closing Date, and the right to collect past and future royalties and other payments, as well as prepaid expenses of Sellers thereunder;

(i) any and all real (including real estate taxes, assessments and related governmental impositions both general and special imposed under the laws of any one or more jurisdictions in which the applicable Lease Premises is located against the land, buildings and other improvements), personal and intangible property Taxes ("Property Taxes") that are prepaid with respect to such Acquired Lease or any other related Acquired Assets; provided, that such Property Taxes are Assumed Liabilities or Liabilities for which Buyer is otherwise responsible hereunder;

(j) any interest in or right to any refund, rebate or credit of Taxes that are Assumed Liabilities or for which Buyer is otherwise responsible hereunder including (for the avoidance of doubt) any such refund, rebate or credit of a Tax that becomes payable or available to Sellers in the future in respect of a Tax previously paid or otherwise incurred by Buyer pursuant to Section 3.5;

(k) all rights (but not obligations) of Sellers under any non-disclosure or confidentiality, non-compete or non-solicitation agreements, to the extent any such agreement relates to the Business or any Acquired Asset;

(l) all assignable Assigned Plans and Permits that are Related to the Business;

(m) any and all Books and Records (which, with respect to any electronic forms thereof, may be copies) and any and all Intellectual Property Related Documentation;

(n) all Labeling and Marketing Materials and Product Catalogs and Manuals owned by Sellers;

(o) any and all rights of Sellers in and to any restricted cash, security deposits, letters of credit, escrow deposits and cash collateral, including cash collateral given to obtain or maintain letters of credit and cash drawn or paid on letters of credit, utility deposits, performance, payment or surety bonds, credits, allowance, prepaid rent or other assets, charges, setoffs, prepaid expenses, other prepaid items and other security (collectively, “Security Deposits”), together with all contracts, agreements or documents evidencing or related to the same (collectively, “Security Deposit Documents”), in each case to the extent related to any Acquired Asset;

(p) any and all Claims (other than returns of merchandise for warranty claims (except, for the avoidance of doubt, to the extent comprising Assumed Liabilities) and excluding any Claims Related to an Excluded Asset or Excluded Liability) of Sellers as of the Closing to the extent related to the Business or any Acquired Asset;

(q) subject to Section 5.1(a)(v), Section 5.1(a)(vi) and Section 9.8(c), any and all insurance proceeds, warranty proceeds, condemnation awards or other compensation in respect of loss or damage to the Business or any Acquired Asset (and any right or claim of Sellers to any such proceeds, awards or other compensation), in each case, to the extent relating to a casualty occurring prior to, on or after the date hereof, and whether received prior to, on or after Closing Date, but less any proceeds in respect of the Acquired Assets set forth on Schedule 2.1(q) in an aggregate amount not to exceed \$13,000,000.

(r) subject to Section 2.8(e), the KCD Notes from Sears Re as Seller;

(s) all equity interests of SRC O.P. LLC owned by SRC Sparrow 2 LLC as Seller; provided, that if either (i) SRC Sparrow 2 LLC has filed a petition for relief commencing a case under chapter 11 of the Bankruptcy Code for the purpose of selling such equity interests in SRC O.P. LLC, and Buyer or its Affiliate has purchased such equity interests pursuant to a chapter 11 plan of reorganization or a sale of assets pursuant to section 363(m) of the Bankruptcy Code or (ii) Buyer shall have acquired the Sparrow Properties pursuant to foreclosure, then Buyer shall be deemed to have purchased the equity interests in SRC O.P. LLC described in this subsection (s);

(t) all Actions and other rights, rebates, refunds, audits, rights of recovery, rights of setoff, rights of recoupment, rights of reimbursement, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against any Person, including all warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise), in each case to the extent related to the Business or any Acquired Asset (excluding for the avoidance of doubt, any Claims arising under any Transaction Document), including, subject to the terms and conditions of the SHIP Purchase Agreement and applicable Law, if the SHIP Closing shall have occurred prior to the Closing Date, the indemnities set forth in Section 6.08(b) and Section 6.08(e) of the SHIP Purchase Agreement;

(u) all Contracts Related to the Business (i) that include a manufacturer’s warranty relating to Seller Products or Seller Services and (ii) relating to repair services provided by the Business in relation to Seller Products or Seller Services;

(v) the Buyer Party Release;

(w) all assets, properties and rights that constitute “Collateral” as defined in the Intellectual Property Security Agreement, other than data which is the subject of Section 2.1(g); and Intellectual Property which is the subject of Section 2.1(e);

(x) the right to receive the Pending Inventory;

(y) the Credit Card Claims;

(z) either (i) the SHIP Purchase Agreement Assets, if the SHIP Closing shall not have occurred prior to the Closing Date (in which circumstance, for the avoidance of doubt, any Owned Real Property (as defined in the SHIP Purchase Agreement) shall be deemed Operating Owned Property, and all Leased Real Property (as defined in the SHIP Purchase Agreement) shall be deemed Operating Leased Property), or (ii) any and all proceeds received by Sellers pursuant to the SHIP Purchase Agreement, if the SHIP Closing shall have occurred prior to the Closing Date;

(aa) the Store Cash;

(bb) to the extent permitted by Law, all licenses or permits granted by any Governmental Authority held by Sellers that are necessary for the provision or assumption of the PA Liabilities; and

(cc) any proceeds from the sale or other disposition of the collateral pledged to secure the applicable debt obligations with respect to the credit bids set forth in Section 3.1(b) to which the holders of Claims secured by such collateral has attached.

Section 2.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign, convey or deliver, or cause to be sold, transferred, assigned, conveyed or delivered, any right, title or interest of Sellers in, to or under the Excluded Assets. “Excluded Assets” shall mean:

(a) any Contract that is not an Assigned Agreement;

(b) any lease, sublease or similar agreement that is not a Lease and any Designatable Lease that is not designated for assumption by the Seller and assignment to Buyer pursuant to the terms of this Agreement;

(c) any real property interest of any kind or nature that is not Related to Owned Real Property or the Assigned Leases;

(d) all Excluded Inventory, all Excluded Equipment and all Excluded Improvements;

(e) this Agreement and the other Transaction Documents;

(f) except as otherwise expressly included as Acquired Assets, all cash and cash equivalents (including any cash of the Sellers in the registers or otherwise held at any Operating Lease Property or any Operating Owned Property in excess of Store Cash), including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits;

(g) the Retained Books and Records;

(h) any interest in or right to any refund, rebate or credit of Excluded Asset-Reorganization Taxes (including, for the avoidance of doubt, with respect to any Taxes for which Sellers remain liable); provided, however, that if Buyer makes the election under Section 2.12(b) to treat all the transactions described in this Article II as Designated Sale Transactions (resulting in no transfer of Sellers' Tax attributes to Buyer), then this Section 2.2(h) shall also include any interest in or right to any refund, rebate or credit of Excluded Asset-Sale Taxes;

(i) all Claims and Proceedings of Sellers (other than Claims described in Section 2.1(p));

(j) all Avoidance Actions;

(k) the Excluded IT;

(l) except as otherwise expressly included as Acquired Assets, all shares of capital stock or other equity interests of any Seller or Subsidiary of the Seller or securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of any Seller, Subsidiary of the Seller or any other Person;

(m) all Employee Plans, including any assets, trust agreements or other funding Contracts related thereto;

(n) all bank accounts;

(o) any accounts receivable other than the Acquired Receivables;

(p) if the SHIP Purchase Agreement shall have terminated prior to the Closing Date, all rights of any Seller to (i) the Deposit Escrow Amount (as defined in the SHIP Purchase Agreement) or (ii) any other claims against Buyer (as defined in the SHIP Purchase Agreement); and

(q) the SHIP Asset Purchase Agreement Assets (if the SHIP Closing shall have occurred prior to the Closing Date).

**Section 2.3 Assumption of Liabilities.** Upon the terms and subject to the conditions of this Agreement, on the Closing Date Buyer, or the applicable Assignee, shall assume, effective as of the Closing, and shall timely perform and discharge in accordance with their respective terms, the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities of the Seller or any of its Subsidiaries arising out of the ownership of the Acquired Assets or operation of the Business or the Acquired Assets on or after the Closing Date that are Related to any Acquired Asset;

(b) all Liabilities arising on or after the Closing Date or Designation Assignment Date, as applicable, relating to the payment or performance of obligations with respect to the Assigned Agreements;

(c) all Liabilities arising on or after the Closing Date from or related to any Claim, Action, arbitration, audit, hearing, investigation, suit, litigation or other proceeding (whether civil, criminal, administrative, investigative, or informal and whether pending or threatened or having any other status) arising out of the Assumed Liabilities, the Acquired Assets or the operation of the Business on or after the Closing Date (but not prior to the Closing Date) or relating to facts, actions, omissions, circumstances or conditions existing, occurring or accruing on or after the Closing Date (but not prior to the Closing Date) that are Related to the Acquired Assets or the Assumed Liabilities;

(d) Buyer's obligation to pay the Buyer Occupancy Costs;

(e) subject to Section 2.8(e), all Liabilities for warranties and protection agreements or other services contracts (other than warranties relating to Intellectual Property) for the goods and services of Sellers sold or performed prior to the Closing, including any Liabilities owed by Sears Re to any Seller in respect of reinsurance of such warranties and protection agreements (the "PA Liabilities");

(f) all Assumed Customer Credits;

(g) all Cure Costs solely with respect to the Assigned Agreements;

(h) all Excluded Asset-Sale Taxes (except if otherwise provided in Section 2.4(i));

(i) all Liabilities resulting from actions or inactions taken by the Sellers or any Affiliate of Sellers in compliance with Section 9.2;

(j) all Liabilities with respect to the Transferred Employees (i) to the extent arising as a result of an event, action or omission that occurs on or following the Closing or (ii) expressly assumed by Buyer and its Subsidiaries pursuant to Section 9.7;

(k) the Severance Reimbursement Obligations, Assumed 503(b)(9) Liabilities, Other Payables and all payment obligations with respect to the Ordered Inventory; provided, that:

(i) Buyer shall not be required to make any payments with respect to the Other Payables until the later of (1) the Closing Date and (2) the date that the applicable obligation thereunder becomes due in the Ordinary Course of Business;

(ii) Buyer shall not be required to make any payments with respect to Assumed 503(b)(9) Liabilities until the earlier of (1) the date that is 120 days following the Closing Date and (2) the date on which a chapter 11 plan of reorganization is confirmed by the Bankruptcy Court with respect to the Debtors;

(iii) Buyer's obligations with respect to the Severance Reimbursement Obligations shall not exceed \$43,000,000 in the aggregate, and notwithstanding Section 2.3(k)(i), the timing of such reimbursement shall be made in accordance with Section 9.7(i);

(iv) Buyer's obligations with respect to the Assumed 503(b)(9) Claims shall not exceed \$139,000,000 in the aggregate;

(v) Buyer's obligations with respect to the Other Payables shall not exceed \$166,000,000 in the aggregate;

(vi) In the event that the Aggregate DIP Shortfall Amount is a positive number, Buyer's obligations to assume the Liabilities described in this clause (k) shall be reduced dollar for dollar by the Aggregate DIP Shortfall Amount in the following order, until the aggregate amount of all such reductions is equal to the Aggregate DIP Shortfall Amount: *first*, the Severance Reimbursement Obligations, *second*, the Other Payables and *third*, the Assumed 503(b)(9) Claims. The allocation of any reduction determined in accordance with the previous sentence of (A) the amount of the Assumed 503(b)(9) Claims among any specific Assumed 503(b)(9) Claims and (B) the amount of the Other Payables among any specific Other Payables shall be determined by Buyer in its sole discretion;

(vii) In the event that the Specified Receivables Shortfall Amount is a positive number, Buyer's obligations to assume the Severance Reimbursement Obligations and the Assumed 503(b)(9) Claims shall be reduced dollar for dollar by the Specified Receivables Shortfall Amount in the following order, until the aggregate amount of all such reductions is equal to the Specified Receivables Shortfall Amount: *first*, the Severance Reimbursement Obligations and *second*, the Assumed 503(b)(9) Claims. The allocation of any reduction determined in accordance with the previous sentence of the amount of the Assumed 503(b)(9) Claims among any specific Assumed 503(b)(9) Claims shall be determined by Buyer in its sole discretion;

(viii) In the event that the Warranty Receivables Shortfall Amount is a positive number, Buyer's obligations to assume the Severance Reimbursement Obligations and the Assumed 503(b)(9) Claims shall be reduced dollar for dollar by the Warranty Receivables Shortfall Amount in the following order, until the aggregate amount of all such reductions is equal to the Warranty Receivables Shortfall Amount: *first*, the Severance Reimbursement Obligations and *second*, the Assumed 503(b)(9) Claims. The allocation of any reduction determined in accordance with the previous sentence of the amount of the Assumed 503(b)(9) Claims among any specific Assumed 503(b)(9) Claims shall be determined by Buyer in its sole discretion;

(ix) In the event that the Prepaid Inventory Shortfall Amount is a positive number, Buyer's obligations to assume the Severance Reimbursement Obligations and the Assumed 503(b)(9) Claims shall be reduced dollar for dollar by the Prepaid Inventory Shortfall Amount in the following order, until the aggregate amount of all such reductions is equal to the Prepaid Inventory Shortfall Amount: *first*, the Severance Reimbursement Obligations and *second*, the Assumed 503(b)(9) Claims. The allocation of any reduction determined in accordance with the previous sentence of the amount of the Assumed 503(b)(9) Claims among any specific Assumed 503(b)(9) Claims shall be determined by Buyer in its sole discretion; and

(x) Notwithstanding anything to the contrary herein or in the Approval Order, and for the avoidance of doubt, the Buyer's agreement to pay Assumed 503(b)(9) Claims, Specified Payables, or any other administrative or priority claim of the Sellers pursuant to the terms hereof is a general unsecured contractual obligation of the Buyer owed solely to the Sellers.

(l) the Assumed Property Tax Liabilities;

(m) the SHIP Purchase Agreement Liabilities (if the SHIP Closing shall not have occurred prior to the Closing Date);

(n) all Liabilities relating to amounts required to be paid by Buyer under the Transaction Documents; and

(o) all Liabilities arising prior to, at or after the Closing Date under or pursuant to any Environmental Law relating to the presence of Hazardous Substances at, on, in, under or migrating to or from any Acquired Asset.

Section 2.4 Excluded Liabilities. None of Buyer, any Affiliate of Buyer or any Assignee shall assume, be deemed to assume or become obligated hereunder in any way to pay or perform (whether as a successor to any Seller or otherwise) any Liabilities of any Sellers or any of their respective Affiliates of any kind or nature, known, unknown, contingent or otherwise, whether direct or indirect, matured or unmatured, other than the Assumed Liabilities, (the foregoing including the following, the "Excluded Liabilities") which shall include the following Liabilities:

(a) all Liabilities of the Seller or any of its Subsidiaries arising out of the ownership of the Acquired Assets or operation of the Business or the Acquired Assets prior to the Closing Date other than Cure Costs, Other Payables, the Assumed 503(b)(9) Claims, Severance Reimbursement Obligations, and Ordered Inventory;

(b) all Liabilities relating to the payment or performance of obligations arising solely out of facts or circumstances in existence prior to the Closing Date or Designation Assignment Date, as applicable, with respect to the Assigned Agreements;

(c) all Liabilities arising from or related to any claim, Action, arbitration, audit, hearing, investigation, suit, litigation or other proceeding (whether civil, criminal, administrative, investigative, or informal and whether pending or threatened or having any other status) arising out of the Assumed Liabilities, the Acquired Assets or the operation of the Business prior to the Closing Date or relating to facts, actions, omissions, circumstances or conditions existing, occurring or accruing prior to the Closing Date against any Seller or its Affiliates;

(d) all Liabilities to the extent arising prior to the Closing Date or arising from or related to the operation of a Seller's business or any of Sellers' products or services, including any Liability relating to (i) design or manufacturing defects (whenever discovered) and (ii) warranties, product liability, safety or other Liability, in the cases of clauses (i) and (ii), relating to any product sold or manufactured by any Seller or any of its Affiliates;

(e) all Liabilities in respect of any indebtedness of any Seller or guaranty obligations relating to any such Indebtedness of any Seller;

(f) all Liabilities (i) under the Employee Plans, including all Liabilities in respect of (A) any compensation earned by any Business Employee or otherwise accrued or payable to or with respect to any Business Employee prior to the Closing, unless expressly assumed by Buyer pursuant to Section 9.7, and (B) any Taxes related thereto, (ii) relating to (A) all current and former employees of Seller and Service Providers and its Subsidiaries (including the Business Employees) to the extent arising as a result of an event, action or omission that occurs prior to the Closing and (B) all current and former employees of Seller and Service Providers and its Subsidiaries who do not become Transferred Employees (except to the extent subject to the Severance Reimbursement Obligations) and (iii) those Liabilities relating to the Transferred Employees expressly retained by Seller pursuant to Section 9.7;

(g) except as otherwise provided for in Section 2.3(o), all Liabilities of the Seller or any of its Subsidiaries relating to (i) fines or penalties arising from noncompliance with Environmental Laws occurring prior to the Closing Date, including (ii) Claims for personal injury or property damage related to exposure occurring prior to the Closing Date to Hazardous Substances present at, on, in, under or migrating to or from any Acquired Asset or (iii) the offsite disposal of Hazardous Substances occurring prior to the Closing Date;

(h) any Excluded Asset-Reorganization Taxes;

(i) if (A) Buyer makes the election under Section 2.12(b) to treat all the transactions described in this Article II as Designated Sale Transactions (resulting in no transfer of Sellers' Tax attributes to Buyer), (B) such transactions do not result in a transfer of substantially all of Sellers' Tax attributes to Buyer solely as a result of Sellers' failure to make good faith efforts to comply with Section 9.2(a), or (C) the Internal Revenue Service successfully asserts (for which assertion there is a final determination), that none of Sellers' Tax attributes transferred to Buyer, Excluded Asset-Sale Taxes (but in the case of clause (C) in respect of a Tax arising in any period prior to any such final determination, only to the extent Sellers actually obtain a refund or other current economic Tax reduction in respect of the applicable Taxes); provided, however, that if Buyer makes the election under Section 2.12(b) to treat all the transactions described in this Article II as Designated Sale Transactions and the Internal Revenue Service successfully asserts that a transfer of any such Tax attributes to Buyer shall have occurred notwithstanding such Buyer election, then Excluded Asset-Sale Taxes shall not be an Excluded Liability to the extent any such tax would have been reduced or eliminated had the Sellers' Tax attributes not transferred to Buyer (taking into account Tax attributes Sellers would have had if all transactions described in Article II were Designated Sale Transactions and respected as such by the Internal Revenue Service);

(j) all Liabilities with respect to any brokerage or finders' fees or agents' commissions or other similar payment in connection with the Transactions incurred by any Seller;

(k) all Liabilities under this Agreement or any documents or instruments executed and delivered by Seller and its Affiliates pursuant to this Agreement;

(l) all Liabilities relating to or arising, whether before, on or after the Closing Date or, subject to Article V, any applicable Designation Assignment Date, out of, or in connection with, the Excluded Assets;

(m) all Liabilities in respect of any gift cards, gift certificates, merchandise credits, return credits, customer membership or customer loyalty discount programs, coupons, grouppons or other similar credits or programs issued by, on behalf of or in relation to Sellers other than the Assumed Customer Credits;

(n) all Liabilities related to or arising from, whether before, on or after the Closing Date, use by Sellers of any of the Trademarks or Business Names included in the Acquired Intellectual Property pursuant to Section 9.10;

(o) except as otherwise provided in this Agreement, all Liabilities for the rejection of any Contract to which a Seller is a party;

(p) the SHIP Purchase Agreement Liabilities (if the SHIP Closing shall have occurred prior to the Closing Date);

(q) other than the liabilities assumed in accordance with Section 2.3(g) (Cure Costs) and 2.3(k) (Severance Reimbursement Obligations, Assumed 503(b)(9) Liabilities and Other Payables and the payment obligations with respect to the Ordered Inventory), accounts payable incurred in the Ordinary Course of Business existing on the Closing Date (including (i) invoiced amounts payable and (ii) accrued but uninvoiced accounts payable); and

(r) the claims underlying the mechanics' liens identified in Section 2 of Schedule 6.5.

For the avoidance of doubt, all Taxes of any Seller shall be Assumed Liabilities, regardless of the time and circumstances giving rise to any such Taxes, except for any Tax expressly excluded under Section 2.2(h) or Section 2.4(i).

**Section 2.5 Year-End Adjustments.** For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Agreement, neither Buyer nor any Assignee shall have any obligations in respect of any portion of any year-end (or other) adjustment (including for royalties, rents, utilities, Taxes, insurance, fees, any common area or other maintenance charges, promotional funds and percentage rent) arising under any of the Acquired Leases or any other Assigned Agreements for the calendar year in which the applicable Lease Assignment occurs that is attributable to (x) the portion of such calendar year occurring prior to such Lease Assignment or (y) any previous calendar year, and Sellers shall fully indemnify and hold harmless Buyer and the applicable Assignee with respect thereto. Buyer shall be solely responsible for any of the matters described in the preceding sentence for the portion of the calendar year in which the Closing Date occurs following each applicable Lease Assignment and all subsequent calendar years, and Buyer shall fully indemnify and hold Sellers harmless with respect thereto. Following the applicable Lease Assignment Date, except as expressly set forth in this Agreement or the Approval Order, Sellers shall have no further liabilities or obligations with respect to each of the Acquired Leases and the other Assigned Agreements (including obligations related to royalties rents, utilities, Taxes, insurance and common area maintenance, regardless of when due and payable), and Sellers

shall be released from all such obligations and Buyer shall indemnify and hold harmless Sellers with respect thereto.

Section 2.6 Purchase and Sale of Designation Rights. Upon the terms and subject to the conditions of this Agreement and the Approval Order, on the Closing Date, Sellers shall sell, transfer, assign and convey, or cause to be sold, transferred, assigned and conveyed, to Buyer, and Buyer shall purchase from Sellers, the Designation Rights. For the avoidance of doubt, the sale, transfer, assignment and conveyance of the Designation Rights provided for herein on the Closing Date shall not effectuate a sale, transfer, assignment or conveyance of any Designatable Lease to Buyer or any other Assignee, which shall only be effectuated on a Designation Assignment Date; provided, that, notwithstanding the foregoing, Buyer shall be responsible for all Expenses arising under or related to any Designatable Lease from and after the Closing Date until, if applicable, the rejection of such Designatable Lease in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the Approval Order and the requirements of section 365(b) of the Bankruptcy Code, Buyer shall have the right to designate itself or, with the consent of Seller, any other Person as the Assignee to which a Designatable Lease is to be assumed and assigned. The Designation Rights shall terminate upon the expiration of the Designation Rights Period.

Section 2.7 Assignments.

(a) Potential Transferred Agreements.

(i) Schedule 2.7(a) contains a list of all Potential Transferred Agreements (including, to the extent in the possession or control of any Seller, the underlying agreements). Subject to section 365 of the Bankruptcy Code, Buyer may elect to have the Potential Transferred Agreements assigned to Buyer or assumed by Seller and assigned to Buyer on the applicable Assumption Effective Date (which shall be deemed to be “Assigned Agreements” in accordance with the definition thereof). At Buyer’s reasonable request, Seller shall make reasonably available to Buyer the appropriate employees of Seller necessary to discuss the Potential Transferred Agreements.

(ii) To the extent a Potential Transferred Agreement is an executory contract or lease, as soon as practicable after the date hereof, Seller shall file a notice of assignment and assumption (an “Agreement Assignment Notice”) with the Bankruptcy Court and serve such notice via electronic or first class mail on each counterparty to a Potential Transferred Agreement that is an executory contract or lease, consistent with the terms of the Bidding Procedures Order. The Agreement Assignment Notice shall identify all Potential Transferred Agreements that are executory contracts or leases and related to the Acquired Assets that Sellers believe may be assigned or assumed and assigned in connection with the sale of the Acquired Assets and set forth a good faith estimate of the amount of the Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost designated for such Contract shall be “\$0.00”).

(b) Initial Assigned Agreements.

(i) As soon as practicable after delivery of the list of Potential Transferred Agreements by the Seller but no later than five (5) Business Days following such delivery, Buyer shall deliver to the Seller a list of those Potential Transferred Agreements proposed to be assigned to Buyer or assumed by Seller and assigned to Buyer on the Closing Date (the Contracts on such list, the “Initial Assigned Contracts”, the Leases on such list (including, to the extent applicable to such Leases, all non-disturbance agreements with fee owners or senior landlords, subordination, non-disturbance and attornment agreements, waivers and consents in favor of any Seller, estoppel certificates from landlords (to the extent assignable), and landlord waivers or other collateral access agreements in favor of any Seller or any asset-based lenders) the “Initial Assigned Leases”, and together the “Initial Assigned Agreements”).

(ii) Following delivery of the list of Initial Assigned Agreements and to the extent consistent with the Bidding Procedures Order, at any time prior to the second (2nd) Business Day prior to the Closing Date, Buyer will be entitled, after consultation with the Sellers, to add (x) any Initial Assigned Agreement to the list of Excluded Assets by providing written notice thereof to Sellers, and any Initial Assigned Agreement so added will cease to be an Initial Assigned Agreement and will be deemed to be an Excluded Asset (and all Liabilities thereunder Excluded Liabilities) for all purposes hereunder or (y) any Potential Transferred Agreement to the list of Initial Assigned Agreements so long as (1) it is not a Contract to be assumed or available to be assumed pursuant to any other sale previously approved by the Bankruptcy Court in connection with the Bankruptcy Cases; and (2) it is prior to the entry of a Final Order of the Bankruptcy Court approving the rejection of such Contract, in each case subject to the non-Debtor party to such Contract receiving information evidencing Buyer’s adequate assurance of future performance and having an opportunity to object consistent with the Bidding Procedures Order and the Approval Order. No change referred to in this Section 2.7(b)(i) shall reduce or increase the amount of the Purchase Price, except to the extent of any increase or decrease in the assumption of the Assumed Liabilities, including Cure Costs, as a result of the Potential Transferred Agreements being added to or removed from the list of Acquired Leases or Assigned Agreements by Buyer.

(iii) On the Closing Date, pursuant to section 365 of the Bankruptcy Code and the Approval Order, and subject to consent if applicable Law requires it, Sellers shall assume and assign to Buyer the Initial Assigned Agreements and Buyer shall pay all Cure Costs with respect to such Initial Assigned Agreements to the appropriate counterparty or establish a reserve for disputed cure amounts in accordance with the Bidding Procedures Order and Approval Order.

(c) Designatable Leases. On each Assumption Effective Date, pursuant to section 365 of the Bankruptcy Code and the Approval Order, Sellers shall assume and assign to the applicable Assignee any Designatable Lease so designated by Buyer for assumption and assignment in accordance with the terms of this Agreement, and Buyer shall pay all or be responsible for Cure Costs with respect to such Designatable Leases.

(d) Additional Contracts. On each applicable Assumption Effective Date, and in no event later than the date that is five (5) Business Days following the Designation Deadline,

pursuant to section 365 of the Bankruptcy Code, the Approval Order, and any other applicable Order, Sellers shall assume and assign to the applicable Assignee any Additional Contract that Buyer designates for assumption and assignment in accordance with Section 2.9, and Buyer shall pay all Cure Costs with respect to such Additional Contract and all Expenses related to or arising under such Additional Contract after the Closing Date.

(e) Adequate Assurance and Consents. Notwithstanding anything to the contrary herein, Sellers shall not be obligated to assume and assign any Lease or Contract pursuant to this Section 2.7 with respect to which Buyer fails to satisfy the Bankruptcy Court as to adequate assurance of future performance or for which Consent is required to assume and assign such Lease or Contract and such Consent has not been obtained; provided, however, that the Parties shall use their commercially reasonable best efforts to obtain all such Consents.

## Section 2.8 Further Assurances.

(a) On and after the Closing Date, each of the Sellers and Buyer shall use its commercially reasonable efforts to further give full effect to, evidence and record the assignments, waivers, ratifications, consents and agreements granted herein, and, Sellers shall, upon Buyer's request, assist Buyer in a commercially reasonable way to obtain, maintain, enforce and defend any rights specified to be owned by or assigned to a Seller, including by testifying in any legal Proceedings, executing all lawful papers and making all rightful oaths required or necessary to aid Buyer or its successors or assigns in obtaining and enforcing its right, title and interest in, to and under the Acquired Assets, including in connection with the IP Assignment Agreement and the Short Form Assignments and in complying with all requirements of the applicable social media sites and Domain Name registrars.

(b) On each Designation Assignment Date, Seller shall, upon the request of Buyer or the applicable Assignee, execute and deliver to such Assignee such instruments of transfer as shall be reasonably necessary or desirable to vest in such Assignee title to the applicable Designatable Leases and related Acquired Lease Rights, Acquired Improvements and all other related Acquired Assets required hereunder to be transferred on such Designation Assignment Date (and evidence the assumption by Seller, and the assignment by Seller to the applicable Assignee, of such Designatable Leases), and Seller, on the one hand, and such Assignee, on the other hand, shall (and Buyer shall use commercially reasonable efforts to cause each Assignee to) take (or cause to be taken) all appropriate action, do (or cause to be done) all things necessary under applicable Law, and execute and deliver such instruments and documents, in each case as may be reasonably requested and reasonably necessary or desirable to consummate the Transactions at or after the Designation Assignment Date. In furtherance and not in limitation of the foregoing, in the event that any of the Acquired Assets shall not have been conveyed at Closing or on the applicable Designation Assignment Date, as applicable, Seller shall convey such Acquired Assets to Buyer or such Assignee, as applicable, as promptly as practicable after the Closing or on the applicable Designation Assignment Date, as applicable. As promptly as practicable following the date on which Buyer is permitted to receive Customer Data constituting "personally identifiable information" (as defined in the Bankruptcy Code) that was not transferred on the Closing Date, Seller shall deliver to Buyer a copy of the Customer Data constituting Acquired Data to an extent and in a format mutually agreeable to Seller and Buyer that is readable, useable, indexed and

searchable and, if any portion of such Customer Data is encrypted, the necessary decryption tools and keys to read such materials contemporaneously.

(c) Not later than ten (10) days prior to the Closing Date, Sellers shall instruct all of Sellers' outside counsel responsible to maintaining, prosecuting or renewing any of the Acquired Intellectual Property (i) that the ownership of the Acquired Intellectual Property will be assigned to Buyer as of the Closing Date, (ii) to keep all Acquired Intellectual Property (as relevant to such counsel) in full force and effect, including by filing and documentation and paying any fees required therefor, (iii) to release to Buyer or counsel designated by Buyer at locations to be designated by Buyer copies of all the tangible embodiments of the Intellectual Property Related Documentation existing as of the Closing Date and in such counsel's possession, and (iv) that Buyer or counsel designated by Buyer may contact such Sellers' counsel for coordination relative to further prosecution of the Acquired Intellectual Property at Buyer's expense (such correspondence, "Seller Instructions"). Sellers shall also include in the Seller Instructions any other information that Buyer reasonably instructs Sellers to include that is communicated to Sellers prior to the Closing Date.

(d) If after the Closing (i) Buyer or any of its Affiliates holds or is otherwise liable for any Excluded Assets or Excluded Liabilities or (ii) any Seller or any of their respective Affiliates holds any Acquired Assets or Assumed Liabilities, Buyer or the applicable Seller will, and will cause their respective controlled Affiliates to, and will use commercially reasonable efforts to cause their other Affiliates to, (including through the execution and delivery of all appropriate transfer documents) promptly transfer (or cause to be transferred) such Assets or assume, pay or reimburse (or cause to be assumed, paid or reimbursed) such Liabilities to or from (as the case may be) the other party for no additional consideration. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for such other party.

(e) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not transfer the KCD Notes to Buyer, and Buyer shall not assume the PA Liabilities from Seller, unless and until Seller has received the requisite consent of the Bermuda Monetary Authority or any other applicable Bermuda regulatory authority to the transfer of the KCD Notes (the "BMA Consent"). Immediately following receipt of the BMA Consent, the transfer of the KCD Notes and the assumption of the PA Liabilities shall take place simultaneously. From the Closing Date until such time as the transfer of the KCD Notes and the assumption of the PA Liabilities occurs, pursuant to a services agreement to be in a form reasonably agreed to by Sellers and Buyer (the "PA Liabilities Services Agreement"), (i) Buyer shall provide services to the applicable Sellers sufficient to enable Sellers to perform the PA Liabilities and (ii) in consideration for such services, Sellers shall pay to Buyer an amount equal to the aggregate of all amounts paid by Buyer to Sellers with respect to any licenses under which Buyer licenses the KCD IP.

Section 2.9 Additional Contracts. If, at any time prior to the date that is sixty (60) days after the Closing Date, but in no event later than May 3, 2019 (the "Designation Deadline"), Buyer so determines as to any Contract that is Related to the Acquired Assets or is an IP License, in each case but is not an Initial Assigned Contract (other than (i) any lease of non-residential real property and (ii) any Excluded Asset set forth in Section 2.2) (each, an "Additional Contract"), Buyer may elect, after consultation with the Sellers, by written notice delivered to Sellers, to designate for assignment or assumption and assignment any Additional Contract for no additional consideration.

Upon the designation of any such Additional Contract as an Assigned Agreement pursuant to this Section 2.9, Sellers will use their reasonable best efforts to assume and assign to the applicable Assignee such Additional Contract so long as the Buyer pays all Expenses accrued post-Closing and all Cure Costs associated with such Additional Contract; provided, however, that nothing herein shall be deemed or construed to obligate Sellers to retain, or refrain from rejecting or terminating any Lease or Contract after the Designation Deadline that does not constitute an Assigned Agreement. Notwithstanding anything to the contrary herein, Sellers shall not be obligated to assume and assign any Contract pursuant to this Section 2.9 with respect to which Buyer fails to satisfy the Bankruptcy Court as to adequate assurance of future performance or for which Consent is required to assume and assign such Additional Contract and such Consent has not been obtained, provide that the Parties shall use their reasonable best efforts to obtain all such Consents.

Section 2.10 Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement but only to the extent of such amounts as may be required to be deducted and withheld by Buyer with respect to the making of such payments under applicable U.S. federal, state or local or foreign laws, and any such withheld amount shall be properly paid by Buyer to the appropriate Governmental Authority. To the extent that amounts are so deducted and withheld and properly paid to the appropriate Governmental Authority, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to Sellers or any other Person in respect of which such deduction and withholding was made.

Section 2.11 Rejection of Outbound IP Licenses. Prior to the Closing Date, subject to section 365(n) of the Bankruptcy Code, Sellers shall file a motion to reject, and take all actions (including actions required under section 365 of the Bankruptcy Code) reasonably necessary to reject any Outbound IP Licenses included in the Potential Transferred Agreements that (i) are executory Contracts and (ii) are not designated by Buyer for assignment or assumption and assignment as an Assigned Agreement in accordance with the terms of this Agreement or for solely assumption pursuant to Section 9.14(d). Without limiting the foregoing, promptly following the Designation Deadline, Sellers shall file a motion to reject, and take all actions (including actions required under section 365 of the Bankruptcy Code) reasonably necessary to reject, any Outbound IP Licenses that (x) are not included in the Potential Transferred Agreements, (y) are executory Contracts and (z) are not designated by Buyer for assignment or assumption and assignment as an Assigned Agreement in accordance with the terms of this Agreement or for solely assumption pursuant to Section 9.14(d).

#### Section 2.12 Tax Reorganization.

(a) The Parties intend that the transactions set forth in this Agreement, as structured and implemented as described in Section 9.2(a), together with the Bankruptcy Plan (as defined below), will, unless and except to the extent that Buyer elects otherwise with respect to a particular Seller or Sellers pursuant to Section 2.12(b), (i) constitute one or more plans of reorganization under section 368(a) of the Code (as defined below) and (ii) as qualifying as one or more reorganizations thereunder (a “Tax Reorganization”).

(b) Buyer may, at any time on or before the earlier of (i) 15 days prior to the effective date of the Bankruptcy Plan and (ii) December 1, 2019, elect, by providing to Sellers written notice of its election, to treat one or more of the transactions (each, a “Designated Sale Transaction”) set forth in this Agreement as not qualifying as a Tax Reorganization, which election shall be effective unless Designated Tax Advisor cannot provide a Tax Opinion that such Designated Sale Transaction can be completed in a manner that would not be treated as a “reorganization” within the meaning of section 368 of the Code; provided, however, that in connection with any such Buyer election to treat all the transactions described in this Article II as Designated Sale Transactions (resulting in no transfer of Sellers’ Tax attributes to Buyer), the Parties shall, if requested by Sellers in writing, identify a business of the Sellers that would become part of the Excluded Assets and consider in good faith any other changes to the structure of the transaction that are reasonable and necessary as a commercial, bankruptcy law and other legal matter to achieve that result. If Buyer does not elect pursuant to this Section 2.12(b) to treat all the transactions described in this Article II as Designated Sale Transactions (resulting in no transfer of Sellers’ Tax attributes to Buyer), or any such election is not effective, then Buyer and Sellers shall continue to comply with Section 9.2(a).

(c) Each Tax Opinion shall be based on representations reasonably requested by Designated Tax Advisor to be provided by each of Buyer and Sellers in the form of a representation letter, and each such representation must continue to be true and accurate in all material respects as of immediately before such Tax Opinion is issued. To the extent requested by Designated Tax Advisor, each of Sellers and Buyer shall confirm to Designated Tax Advisor the accuracy and completeness, as of immediately before such Tax Opinion is issued, of the applicable representation letter. For the avoidance of doubt, and notwithstanding anything to the contrary set forth in this Agreement, (i) reliance by Sellers on any Tax Opinion requested or otherwise required pursuant to this Agreement shall not affect Buyer’s liability for Taxes that are Assumed Liabilities and (ii) the inability or failure to deliver or receive any Tax Opinion requested or otherwise required pursuant to this Agreement shall not delay or in any way interfere with the consummation and closing of the Transactions. Notwithstanding anything to the contrary set forth in this Agreement, any transaction or transactions (including any transaction described in clause (B) of Section 9.2(a)) in respect of which any Tax Opinion is not or cannot be delivered as otherwise required under this Agreement (other than a Tax Opinion described in Section 2.12(b)) shall be deemed to be a Designated Sale Transaction.

#### Section 2.13 Foreign Assets.

(a) On the Closing Date, Sellers shall use reasonable best efforts to cause each of the Foreign Subsidiaries to sell, transfer, assign, convey and deliver, or cause to be sold, transferred assigned, conveyed and delivered to Buyer or the applicable Assignee, and Buyer or such applicable Assignee shall use reasonable best efforts to purchase, all right, title and interest of each of the Foreign Subsidiaries, in, to or under all assets, properties and rights Related to the Business other than the Excluded Assets and any other assets of the type that would have been Acquired Assets had they had been owned by Sellers as of the Closing Date or any minority equity interests held by the Foreign Subsidiaries (collectively, the “Acquired Foreign Assets”), in each case free and clear of any and all Encumbrances of any kind, nature or description and any Claims, other than Permitted Post-Closing Encumbrances. If the transfer of any Acquired Foreign Assets does

not occur at the Closing Date, Seller and Buyer shall use reasonable best efforts to complete such transfer as promptly as practicable following the Closing Date and shall enter into such agreements as may be reasonably required to provide Buyer or the applicable Assignee the benefit of such assets until such transfer is consummated.

(b) If, at any time prior to the date that is sixty (60) days after the Closing Date, but in no event later than May 3, 2019, Buyer determines (in its sole discretion) that it is necessary or desirable to acquire other minority equity interests in non-U.S. Persons held by Subsidiaries of Seller (other than any Subsidiary who is a Seller) so as to ensure that Buyer or the applicable Assignee shall be able to secure the benefit of the applicable Acquired Foreign Assets, Buyer may elect, by written notice delivered to Sellers, to acquire such equity interests directly from Seller. Following any such election, Buyer and Seller shall promptly execute all documentation required to effectuate the purchase and sale of such equity interests under applicable Law.

(c) No purchase of Acquired Foreign Assets or equity interests pursuant to this Section 2.13 shall require the delivery of any additional consideration by Buyer; provided, that to the extent required by applicable Law (including, for the avoidance of doubt, Tax Law), Buyer and Seller shall in accordance with Section 9.3(d) either (i) allocate a portion of the Purchase Price to the purchase of such equity interests or (ii) provide for nominal consideration to be paid by Buyer to Sellers in an amount no greater than the minimum amount required by applicable Law.

Section 2.14 Bulk Transfer Law. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any liens or claims arising out of the bulk transfer Laws. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted by applicable Law, compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws in all applicable jurisdictions in respect of the Transactions (including under any applicable Tax Laws).

## ARTICLE III

### PURCHASE PRICE

Section 3.1 Purchase Price. The aggregate purchase price for the purchase, sale, assignment and conveyance of Sellers’ right, title and interest in, to and under the Acquired Assets shall consist of the following (collectively, the “Purchase Price”):

- (a) cash in an amount (the “Closing Payment Amount”) equal to:
  - (i) \$1,408,450,000; *plus*
  - (ii) an amount in cash equal to the Store Cash as of 12:00 a.m. New York City time on the Closing Date; *plus*
  - (iii) the Credit Bid Release Consideration; *less*

(iv) the aggregate amount of (A) the credit bid set forth in Section 3.1(b)(ii) *plus* (B) the credit bid set forth in Section 3.1(b)(iv), *plus* (C) the FILO Facility Buyout Amount (if any);

(b) subject to Bankruptcy Court approval, a credit bid pursuant to Section 363(k) of the Bankruptcy Code of:

(i) all outstanding obligations held by Buyer and its Affiliates as of the Closing Date under the IP/Ground Lease Term Loan Facility, *plus*

(ii) all outstanding obligations held by Buyer and its Affiliates as of the Closing Date under the FILO Facility, *plus*

(iii) obligations held by Buyer and its Affiliates as of the Closing Date under the Real Estate Loan 2020 in an amount equal to \$544,000,000, *plus*

(iv) obligations held by Buyer and its Affiliates as of the Closing Date in an aggregate amount equal to \$433,450,000 under (x) the Second Lien Term Loan; (y) the Second Lien Line of Credit Facility; and (z) the Second Lien PIK Notes,

in the case of each of (i), (ii), (iii) and (iv) in exchange for the collateral pledged to secure the applicable debt obligations, including any proceeds from the sale or other disposition of such collateral prior to the Closing Date to which the Liens securing such debt obligations are attached, in the same order of priority and with the same validity, force and effect as the original Liens; *plus*

(c) cash in the amount of the outstanding obligations owed to lenders other than Buyer or its Affiliates as of the Closing Date under (i) the IP/Ground Lease Term Loan Facility (the “IP/Ground Lease Buyout Amount”), (ii) the FILO Facility (the “FILO Facility Buyout Amount”), and (iii) the Real Estate Loan 2020 (the “Real Estate Loan 2020 Buyout Amount”), unless such lender(s) provide written confirmation to the Sellers that such cash payment and the obligations owed to lenders by the Seller under the IP/Ground Lease Term Loan Facility, the FILO Facility or the Real Estate Loan 2020, as applicable, are permanently waived and discharged against the Sellers; *plus*

(d) the Securities Consideration;

(e) the Junior DIP Consideration;

(f) the L/C Facility Consideration; and

(g) the assumption by Buyer of the Assumed Liabilities in accordance with Section 3.5.

To the extent payable, the IP/Ground Lease Buyout Amount, the FILO Facility Buyout Amount and the Real Estate Loan 2020 Buyout Amount shall each be deposited and held in separate segregated accounts of the Debtors and the Liens of the lenders other than Buyer or its Affiliates under IP/Ground Lease Term Loan Facility, the FILO Facility or the Real Estate Loan 2020, as applicable, shall attach to the cash proceeds held in the applicable designated segregated account

in the same order of priority and with the same validity, force and effect as the original Liens of such lenders, and such proceeds shall be released to such lenders within two business days following the Closing Date and shall not otherwise be used by the Debtors without further order of the Bankruptcy Court.

Section 3.2 Cash Deposit. On or prior to January 9, 2019, Buyer paid an aggregate amount in cash equal to \$120,000,000 (the "Deposit Amount") by wire transfer of immediately available funds into an escrow account maintained by Citibank, N.A. as Escrow Agent. Buyer's and Sellers' right to retain the Deposit Amount in the event of a termination of this Agreement shall be governed by Section 12.2.

Section 3.3 Closing Payment.

(a) At the Closing, Buyer shall:

(i) pay to Sellers by wire transfer of immediately available funds into one or more accounts designated by Sellers an amount in cash equal to the Closing Payment Amount *less* the Deposit Amount *plus* any amounts payable pursuant to Section 3.1(c); and

(ii) deliver the Securities Consideration to the Sellers.

Section 3.4 Reserved.

Section 3.5 Discharge of Assumed Liabilities After Closing. From and after the later of the Closing or the applicable Assumption Effective Date, Buyer shall pay, perform, discharge and satisfy the Assumed Liabilities from time to time and as such Assumed Liabilities become due and payable or are required to be performed, discharged or satisfied, in each case in accordance with their respective terms.

## ARTICLE IV

### CLOSING

Section 4.1 Closing Date. The closing of the sale, transfer, assignment, conveyance and delivery of the Designation Rights and Sellers' right, title and interest in, to and under the Acquired Assets by Sellers to Buyer contemplated hereby (the "Closing") shall take place at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, or at such other place or time as Buyer and Sellers may mutually agree, on the third (3rd) Business Day following satisfaction or waiver of the conditions set forth in Article X and Article XI (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing). Notwithstanding the immediately preceding sentence, if the Marketing Period has not ended at the time of the satisfaction or waiver of the conditions set forth in Article X and Article XI (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), then the Closing shall occur instead on the date that is the earlier to occur of (x) any Business Day as may be specified by Buyer on no less than two (2) Business

Days' prior written notice to Sellers and (y) two (2) Business Days following the final day of the Marketing Period. The date and time at which the Closing actually occurs is referred to as the "Closing Date."

Section 4.2 Buyer's Deliveries. At the Closing, Buyer shall deliver to Sellers:

- (a) the Closing Payment Amount *less* the Deposit Amount in accordance with Section 3.3;
- (b) the Securities Consideration;
- (c) the certificates of Buyer to be received by Sellers pursuant to Sections 11.1 and 11.2;
- (d) the Occupancy Agreement, duly executed by Buyer;
- (e) the PA Liabilities Services Agreement, duly executed by Buyer; and
- (f) such assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Sellers and Buyer, which are reasonably requested by Seller to (i) transfer to Buyer all the right, title and interest of Sellers in, to or under the Acquired Assets to be acquired on the Closing Date in accordance with this Agreement and (ii) properly give effect to Buyer's assumption of all of the Assumed Liabilities in accordance with this Agreement.

Section 4.3 Sellers' Deliveries. At the Closing, Sellers shall deliver to Buyer:

- (a) a copy of the Approval Order entered by the Bankruptcy Court;
- (b) the certificates of Sellers to be received by Buyer pursuant to Sections 10.1 and 10.2;
- (c) a certificate of non-foreign status executed by each Seller (or, if a Seller is a disregarded entity for U.S. federal income Tax purposes, by the Person treated as the owner of such Seller for U.S. federal income Tax purposes) that is a "United States person" within the meaning of Section 7701(a)(30) of the Code, substantially in the form of the sample certification in Treasury Regulations Section 1.1445-2(b)(2)(iv)(B);
- (d) all items required to be delivered pursuant to Section 9.9;
- (e) a quit-claim deed to be recorded with respect to the Owned Real Property;
- (f) such assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Sellers and Buyer, which are reasonably requested by Buyer to (i) transfer to Buyer all the right, title and interest of Sellers in, to or under the Acquired Assets to be acquired on the Closing Date in accordance with this Agreement and (ii) properly give effect to Buyer's assumption of all of the Assumed Liabilities in accordance with this Agreement;

(g) all Intellectual Property Related Documentation;

(h) all tangible embodiments of the Acquired Intellectual Property, including all (i) Software object code and source code related thereto, (ii) all materials and documentation (in electronic and editable form, to the extent existing in such form) necessary for the use, modification, manufacture, sale and other exploitation of the Acquired Intellectual Property, to the extent not included in Intellectual Property Related Documentation, (iii) all content made available on or through any websites and webpages accessed through any Domain Names or Medical Accounts included in the Acquired Intellectual Property and all other audio-visual or written materials (including such archival materials) produced by or on behalf of Sellers, (iv) all Labeling and Marketing Materials and (v) all Product Catalogs and Manuals;

(i) to the extent the sale and transfer of such data is not in contravention with applicable Law, all Acquired Data in the format in which it exists and, if any portion of such Acquired Data is encrypted, the necessary decryption tools and keys to read such materials contemporaneously;

(j) a counterpart of the IP Assignment Agreement, duly executed by each applicable Seller;

(k) unless otherwise agreed in writing by the Parties between signing and Closing, a counterpart of each Short Form Assignment, duly executed by each applicable Seller;

(l) a counterpart of each IP Power of Attorney, duly executed by each applicable Seller;

(m) the Occupancy Agreement, duly executed by the applicable Sellers;

(n) the PA Liabilities Services Agreement, duly executed by the applicable Sellers;

(o) the Payoff Letters (including UCC terminations or authorization to file UCC terminations and other filings); and

(p) subject to Section 2.8(e), certificates representing the KCD Notes in proper form for transfer, free and clear of all Liens.

**Section 4.4 Local Sale Agreements.** Subject to the terms and conditions hereof, to the extent necessary or desirable to effect the Closing on the terms hereof, Buyer or applicable Assignee and relevant Sellers shall, enter into such agreements or instruments, including a sale agreement and quit-claim deed for the Owned Real Property and bills of sale and/or assignment and assumption agreements, providing for the sale, transfer, assignment or other conveyance to Buyer or applicable Assignee, in accordance with the requirements of applicable local Law.

## ARTICLE V

### DESIGNATION RIGHTS PERIOD

**Section 5.1 Parties' Respective Obligations Before and During Designation Rights Period.**

(a) Sellers' Obligations.

(i) Sellers shall pay when due any and all Occupancy Expenses with respect to each Lease Premises and the related Lease solely to the extent arising during the period commencing on the Petition Date through, in the case of any Operating Leased Property, the Closing Date, and in the case of any GOB Leased Store, the end of the GOB Period for such GOB Leased Store, at such times and in such amounts as are required under the terms of the applicable Lease and any other applicable agreement pertaining to such Property. Sellers shall not pay any amount due from Sellers pursuant to any provision of this Agreement using any security deposit associated with any Lease Premises, Lease or other Lease Premises-related agreement or, to the extent so paid prior to Closing, Buyer, as Buyer's sole remedy, will be entitled to a credit against the Purchase Price for any amounts so applied (except that Buyer shall be entitled to invoke other remedies if such credit is not duly applied at Closing).

(ii) From the date hereof through (A) the Closing Date with respect to each Operating Leased Property and (B) the end of the applicable GOB Period with respect to each GOB Leased Store, Sellers shall use commercially reasonable efforts to maintain and preserve each Lease Premises, each Lease and all related Potential Acquired Assets in a condition substantially similar to their condition as of October 15, 2018, other than reasonable wear and tear, casualty and condemnation (which shall be governed by Section 12.3). During the Designation Rights Period, Sellers shall not without Buyer's consent, and shall not solicit any other Person to, (A) sell, transfer, assign, convey, lease, license, mortgage, pledge or otherwise encumber any Lease Premises, related Lease or related Potential Acquired Asset (other than sales of Inventory by Buyer in accordance with Section 5.1(c), Permitted Encumbrances and any applicable statutory liens (solely to the extent that such Lease or related Potential Acquired Asset will be transferred free and clear of such statutory liens pursuant to the Approval Order)), (B) amend, supplement or modify in any fashion (or terminate or enter into) any Designatable Lease (provided that Sellers shall use reasonable best efforts to comply with instructions from Buyer as to the renewal (or lack of renewal) of each Lease that comes up for renewal), (C) grant or terminate any other interests in any Lease Premises, related Lease or related Potential Acquired Asset (other than sales of Inventory located at such Lease Premises in the Ordinary Course of Business), (D) cancel or compromise any claim or waive or release any right, in each case that is related to any Lease Premises or any related Potential Acquired Assets (for the avoidance of doubt, other than any Excluded Assets), (E) except following receipt of a Buyer Rejection Notice in accordance with Section 5.3, seek or obtain an order approving rejection of a Designatable Lease (which, shall in no way affect Sellers' rights to seek or obtain an order approving rejection in connection with any of Sellers' assets other than the Lease Premises), (F) take any action with respect to Taxes or Tax matters that is not in the Ordinary Course of Business that could reasonably be expected to result in (I) an Encumbrance on any Lease Premises or related Potential Acquired Assets (unless such Lease or related Potential Acquired Asset will be transferred free and clear of such Encumbrances pursuant to the applicable Lease Assignment Order) or (II) an increase in the Tax Liability of Buyer or any of its Affiliates, or (G) enter into any agreement or commitment to take any action prohibited by this Section 5.1(a)(ii).

(iii) From the date hereof through the end of the Designation Rights Period, Sellers shall continue to make available to Buyer the data room made available to Buyer prior to the date hereof, and Sellers shall use commercially reasonable efforts to post to such data room copies of all material notices received by Sellers with respect to any Designatable Leases during the Designation Rights Period. From the date hereof through the end of the Designation Rights Period, subject to the terms of the Occupancy Agreement, Sellers shall make available to Buyer reasonable access to the Lease Premises for the Designatable Leases at such times as Buyer or its agents may reasonably request, provided that prior to the Closing Date there is no unreasonable interference with Sellers' use and occupancy.

(iv) From the date hereof through the (A) Closing with respect to the Initial Assigned Leases and (B) the end of the Designation Rights Period with respect to the Designatable Leases, Sellers shall reasonably cooperate with Buyer at no cost, expense or Liability to Sellers with regard to all negotiations between Buyer and the landlords under the applicable Leases, but Sellers will not be required to enter into any agreements with such landlords or expend any costs in connection with such negotiations (other than any costs that Buyer has agreed in writing to reimburse Seller).

(v) With respect to the Lease Premises which Leases are Designatable Leases, Sellers shall continue all existing insurance policies with respect to such Lease Premises or policies providing similar coverage to the extent available at commercially reasonable rates during the Designation Rights Period and in all instances shall maintain all insurance required to be maintained under any Lease, and shall use commercially reasonable efforts to cause Buyer to be named as a loss payee or additional insured, as applicable, with respect to all such policies, which premiums and other amounts due to such insurance companies to maintain such insurance policies during the Designation Rights Period shall be Occupancy Expenses. Sellers shall (i) hold in escrow all insurance recoveries and all warranty and condemnation proceeds received or receivable after the date hereof with respect to such Lease Premises or such related Leases for events occurring during the Designation Rights Period, and (ii) following the Designation Rights Period shall pay any such recoveries or proceeds to Buyer to the extent relating to any Acquired Lease. In connection with any payment of recoveries or proceeds under this Section 5.1(a)(v), (i) such payment of recoveries or proceeds shall not include any recoveries or proceeds to the extent attributable to lost rents or similar costs applicable to any period prior to the Closing or paid in connection with repair, restoration or replacement during such period, and (ii) to the extent that Buyer has received written notice thereof in reasonable detail not less than fifteen (15) days prior to the end of the Designation Rights Period, such payment of recoveries or proceeds shall be reduced by the amount of (x) all actual and documented, reasonable out of pocket repair costs incurred by Sellers in connection with the repair or restoration of such damage or destruction, (y) all actual and documented, reasonable out of pocket collection costs of Sellers respecting any awards or other proceeds, and (z) any amounts required to be paid (and solely to the extent actually paid) by Sellers or the insurance company to the applicable landlord under the Lease, if applicable, or to such landlord's lender as required pursuant to any of such lender's financing, as applicable. For the avoidance of doubt, the costs of such policies allocable to, in the case of the GOB

Leased Stores for the period following the end of the GOB Period for each such GOB Leased Store and in the case of the Owned Leased Stores following the Closing Date, shall be borne by Buyer and shall otherwise be borne by Sellers. During the Designation Rights Period, Sellers shall use commercially reasonable efforts to provide Buyer with notice of any Casualty / Condemnation Event within three (3) Business Days of the occurrence of such Casualty / Condemnation Event.

(vi) From the date hereof through the end of the Designation Rights Period, at Buyer's specific written request, and at no cost, expense or Liability to Sellers, Sellers will take such actions as Buyer may reasonably request to cause each landlord under the Designatable Leases to perform such party's covenants, agreements and obligations (including repair and maintenance obligations and obligations to maintain insurance with respect to such Lease Premises and any shopping center or mall in which any such Lease Premises is located) under the respective Designatable Leases.

(vii) From the date hereof through the Closing Date, Sellers shall perform repairs and maintenance and provide security services at the Properties in substantially the same manner and to the same extent in place as of the date hereof (for the avoidance of doubt, the costs of providing such repairs, maintenance and security services prior to the Closing Date shall be borne by Sellers.

(viii) From the date hereof through the end of the Designation Rights Period, Sellers shall maintain, as an Occupancy Expense, the effectiveness of and, to the extent expiring, renew, all Plans and Permits with regard to the Properties.

(b) Buyer's Obligations.

(i) Buyer shall pay (or reimburse Sellers) (subject to the restrictions set forth herein) all Expenses with respect to the Designatable Leases.

(ii) Buyer will, as soon as reasonably practicable, but in no event later than the Designation Deadline, identify to Seller any Designatable Leases that Buyer has determined will not be designated for assumption and assignment pursuant to the Designation Rights and Seller shall be free to dispose of such Designatable Leases in its sole discretion.

(c) Operation of Lease Premises.

(i) The operation of the Lease Premises related to the (A) Operating Leased Property during the Designation Rights Period and (b) with respect to each GOB Leased Store following the end of the applicable GOB Period for each such GOB Leased Store and ending at the end of the Designation Rights Period, shall in each case be governed by an Occupancy Agreement in the form attached hereto as Exhibit D, and Buyer shall conduct such operation pursuant to such Occupancy Agreement, including the sale of the Acquired Inventory at such Lease Premises related to the Designatable Leases, as Buyer determines in its sole discretion, including by (A) conducting liquidation sales at any or all of such

Lease Premises related to the Designatable Leases or (B) operating the Lease Premises pursuant to the Occupancy Agreement.

(ii) The operation of the GOB Owned Stores during the GOB Period shall be governed by the Seller Retained Occupancy Agreement and Seller shall conduct such operation pursuant to such Seller Retained Occupancy Agreement as Seller determines in its sole discretion.

#### Section 5.2 Assumption.

(a) Following Closing, at any time on or prior to the Designation Deadline, Buyer shall have the right, which right may be exercised at any time and from time to time, in consultation with the Sellers, to designate such Designatable Lease for assumption and assignment and shall provide notice to Sellers executed by Buyer and the Assignee (a "Buyer Assumption Notice") of Buyer's election to require Sellers to assume such Designatable Leases and assign the same to the Assignee identified in such Buyer Assumption Notice; provided that Buyer shall pay all Cure Costs associated with any assumption and assignment of any such Designatable Leases in accordance with the terms of Section 2.7; provided further, that the Assignee shall agree, pursuant to the Buyer Assumption Notice, to assume Buyer's obligations under this Agreement in relation to the relevant Designatable Lease. The Buyer Assumption Notice shall provide the following information: (1) the Designatable Leases being assumed and assigned and (2) the identity of the applicable Assignee(s).

(b) Within five (5) Business Days following the date upon which Buyer delivers a Buyer Assumption Notice to Sellers with respect to any Designatable Lease, together with a related assignment agreement substantially in the form attached hereto as Exhibit E (the "Assignment and Assumption of Lease") executed by the applicable Assignee, Sellers shall (1) deliver to Buyer and such Assignee a fully executed Assignment and Assumption of Lease and (2) file with the Bankruptcy Court and serve on the applicable lessor(s) and other appropriate notice parties (as applicable) a notice, and shall seek entry by the Bankruptcy Court of the Approval Order in respect of the Designatable Leases subject to such Buyer Assumption Notice; provided, that, in no event shall any Designation Assignment Date be prior to the Inventory Date. As of the applicable Designation Assignment Date, except for such obligations and liabilities with respect to such Designatable Leases and the related Lease Premises arising during the Designation Rights Period and except for Buyer's obligations specifically set forth in this Agreement, as between Buyer and the Assignee, Buyer shall have no further obligation or Liability with respect to such Designatable Lease or the related Lease Premises (including any obligation to continue to pay Expenses with respect thereto) and Assignee shall thereafter be solely responsible for all amounts payable or other obligations or liabilities that may be owed in connection with such Designatable Lease or the related Lease Premises; provided, however, that nothing in this sentence shall affect Sellers' rights against Buyer with respect to such Designatable Lease or the Lease Premises as set forth in this Agreement.

(c) Upon Buyer's request prior to the last day of the Designation Rights Period (provided that the Assignee shall have notified Sellers as to the particular Assignment Instruments and Assignment Actions to be delivered and taken at least two (2) Business Days prior thereto), Sellers shall deliver to the applicable Assignee instruments reasonably necessary or desirable (as

reasonably agreed between Sellers and Assignee) providing for the assignment, conveyance and delivery to such Assignee of the applicable Designatable Lease, together with the related Acquired Assets, in each case free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Encumbrances (the “Assignment Instruments”) and shall otherwise take such actions as are reasonably necessary or desirable (as reasonably agreed by Seller and such Assignee) in order to cause such sale, transfer, assignment, conveyance and delivery to become effective (collectively, the “Assignment Actions”); provided, however, that Buyer shall be solely responsible for all Cure Costs in accordance with the terms of this Agreement.

(d) The effective date of the sale, transfer, assignment, conveyance and delivery by Sellers to such Assignee of a Designatable Lease and related assets pursuant to this Agreement and the applicable Assignment and Assumption of Lease shall be the “Designation Assignment Date” with respect to such Lease and related assets.

(e) With respect to any Designatable Lease designated in a Buyer Assumption Notice:

(i) Sellers, at no cost, expense or Liability to Sellers, and Buyer shall each use (and Buyer shall use commercially reasonable efforts to cause Assignee to use) commercially reasonable efforts to accomplish, and shall fully cooperate with each other in, the resolution of any objections to the proposed assumption and assignment of such Designatable Lease and related assets;

(ii) Buyer shall cause Assignee to provide evidence (A) of adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code, (B) that Assignee is a good faith purchaser for purposes of section 363(m) of the Bankruptcy Code, including, in both cases, through the provision of such financial information and/or the filing of such affidavits or declarations with the Bankruptcy Court as may reasonably be requested by Sellers, or (C) any other information as may be required by the Bidding Procedures Order; and

(iii) Buyer shall pay or be responsible for all Cure Costs and Expenses and pay and perform the other obligations of Buyer set forth in this Agreement.

(f) Except as otherwise set forth in this Article V, each Person shall bear their own costs and expenses in respect of obtaining entry of the Approval Order and otherwise implementing the sale, transfer, assignment, conveyance and delivery of the applicable Lease and related assets to the applicable Assignee, including the filing and prosecution of any motions or other papers with respect to the same.

### Section 5.3 Election Not to Assume and Assign a Designatable Lease.

(a) At any time before the date that is five (5) Business Days on or before the Designation Deadline, Buyer shall in accordance with the terms of this Agreement provide notice to Sellers (each such notice, a “Buyer Rejection Notice”) of Buyer’s election not to have such Designatable Lease assumed and assigned.

(b) Within five (5) Business Days following the date upon which Buyer delivers a Buyer Rejection Notice to Sellers with respect to the applicable Lease, Buyer shall vacate the applicable Property and deliver to Sellers the keys to such Property, if in the possession of Buyer. As of the date that is the later of (i) the date Buyer vacates the applicable Property and delivers to Sellers the keys to such Property, if in the possession of Buyer and (ii) five (5) Business Days after the date of the Buyer Rejection Notice, Buyer shall have no further obligation or liability with respect to the applicable Lease, Contract or Lease Premises, except with respect to obligations and liabilities with respect to such Lease, Contract, or Lease Premises arising during the Designation Rights Period, and Sellers shall thereafter be solely responsible for all amounts payable or other obligations or liabilities that may be owed in connection with such Lease, Contract or Lease Premises.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Schedules delivered as of the date hereof by Sellers to Buyer and except as relates to a matter involving a Buyer Related Party (as to which no representation or warranty is being made), Sellers hereby, jointly and severally, represent and warrant to Buyer that the statements contained in this Article VI are true and correct as of the date hereof:

Section 6.1 Organization and Good Standing. Each Seller is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Subject to the limitations imposed on such Seller as a result of the Filing, each Seller has the requisite corporate, partnership or limited liability company power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Each Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction where a Property is located where the character of its business or the nature of its properties requires such qualification or licensing, except where the failure to be so qualified or licensed or to be in good standing would not reasonably be expected to have a Material Adverse Effect.

Section 6.2 Authority; Validity; Consents. Each Seller has, subject to requisite Bankruptcy Court approval, as applicable, the requisite corporate, partnership or limited liability company power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is, or will become, a party and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by each Seller and each other Transaction Document required to be executed and delivered by Sellers at any time will be duly and validly executed and delivered by each Seller. Subject to requisite Bankruptcy Court approval, as applicable, this Agreement and (when duly executed by Sellers) the other Transaction Documents constitute, with respect to each Seller, the legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Subject to, and after giving effect to, requisite Bankruptcy Court approval (including the Approval Order) no Seller is required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other

Transaction Documents or the consummation or performance of any of the Transactions, except for (i) expiration or termination of any applicable waiting periods under the HSR Act and (ii) such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 6.3 No Conflict. When the Approval Order and the consents and other actions described in Section 6.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions will not result in the material breach of any of the terms and provisions of, or constitute a default under, or conflict with, or require consent or the giving of a notice under, or cause any acceleration of any obligation of Sellers under (a) any Order, (b) any Law or (c) the organizational documents of any Seller except, with respect to (a) or (b), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 6.4 Environmental Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, to Sellers' Knowledge, (i) none of the Acquired Properties has been used by any Person as a landfill or storage, treatment, or disposal site for any type of Hazardous Substance or non-hazardous solid wastes as defined under the Resource Conservation and Recovery Act of 1976, as amended, in a manner which would reasonably be expected to result in any Seller incurring liabilities under Environmental Laws; (ii) the use by each Seller of the Acquired Properties is, and since the beginning of the Current Fiscal Year has been, in compliance with all Environmental Laws and Environmental Permits, except for such non-compliance that has not been, and would reasonably be expected to result in any Seller incurring liabilities under Environmental Laws; and (iii) none of the Acquired Assets is subject to any pending Action alleging that any Acquired Assets or Seller, with respect to the Acquired Assets, is in violation of any Environmental Law or Environmental Permit that would reasonably be expected to result in any Seller incurring liabilities under Environmental Laws. Since the beginning of the Current Fiscal Year, the Sellers have not received any written notice threatening any Action alleging that any Seller is in violation of any Environmental Law or Environmental Permit in respect of any Acquired Property that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

#### Section 6.5 Title to Acquired Assets.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Sellers (directly or indirectly) have good title to, or, in the case of Potential Acquired Assets that are leased by Sellers, a valid leasehold interest in, all of the Potential Acquired Assets, free and clear of all Encumbrances, except for Permitted Encumbrances.

(b) Sellers shall (i) with respect to the Owned Real Property, the Business and the Acquired Assets, upon delivery to Buyer on the Closing Date of the instruments of transfer contemplated by Section 4.3 and (ii) with respect to any Potential Acquired Assets related to any Acquired Lease Premises, upon delivery to the applicable Assignee of the instruments of transfer contemplated by an applicable Assignment and Assumption of Lease, and in each case subject to the terms of the Approval Order, thereby transfer to Buyer or the applicable Assignee, as applicable, good (and, in the case of owned real property, marketable fee simple) title to, or, in the

case of Potential Acquired Assets that are leased by Sellers, a valid leasehold interest in, all of the Potential Acquired Assets, free and clear of all Encumbrances, except for Permitted Encumbrances.

Section 6.6 Real Property.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Sellers have good and marketable fee title to the Owned Real Property, free and clear of all liens (except for Permitted Encumbrances). None of the Owned Real Property is subject to any leases or tenancies or other rights of occupancy.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) there is no pending condemnation proceeding, administrative action or judicial proceeding of any type relating to the Owned Real Property or other matters affecting adversely the current use, occupancy or value of the Owned Real Property and (ii) neither the current use of the Owned Real Property nor the operations of Sellers violates any applicable legal requirements.

(c) The Initial Assigned Leases and the Designatable Leases constitute all leases and material Security Deposit Documents with respect to any real property for the Lease Premises. On or before the date hereof, Sellers have delivered or made available to Buyer true and complete copies of all Leases and Security Deposit Documents for the Lease Premises (it being agreed that, while Sellers shall use reasonable best efforts to deliver or make available to Buyer all such documents, Sellers shall not be deemed to have breached this representation if, in the case of Security Deposit Documents, lease amendments, non-disturbance agreements, subordination, non-disturbance and attornment agreements, waivers and consents in favor of any Seller and estoppel certificates from landlords, Sellers shall have only delivered or made available to Buyer true and complete copies of only those of the same which are material). There are no material agreements, understandings or undertakings pertaining to the Leases, the Security Deposits, the Security Deposit Documents, the Sellers' leasehold interest in the Properties, the Lease Premises or Sellers' use or occupation of the Lease Premises or any portion thereof which are in Sellers' possession which have not been disclosed to Buyer or made available in the data room made available to Buyer prior to the date hereof. To Sellers' Knowledge, no Person that is not a Seller has any right to possess, use or occupy the Lease Premises.

(d) Each of the Leases is legal, valid, binding and enforceable against Sellers party thereto and, to Sellers' Knowledge, against each other party thereto, in accordance with its terms (except for any direct or indirect restriction, limitation or condition on Sellers' assignment of the Leases to Buyer which shall not be of any force or effect pursuant to the Approval Order), and, subject to the entry of the Approval Order and payment of the Cure Costs and other than solely as a result of the filing of the Bankruptcy Cases or the financial condition of Holdings or its Subsidiaries, to Sellers' Knowledge, no event of default currently exists thereunder by any counterparty thereto, and no event has occurred thereunder that after the giving of notice or the passage of any applicable cure period or both would constitute an event of default of Sellers or, to Sellers' Knowledge, any other party thereto, and no Seller has delivered or received any written notice from the other party to any such Lease of the termination or surrender thereof, and the Leases have not been amended, modified or supplemented, except to the extent, in each case as

described in this Section 6.6(d), that the failure of the same to be true would not in the aggregate reasonably be expected to have a Material Adverse Effect.

(e) There are no pending condemnation or eminent domain proceedings or any proceedings in lieu thereof against any of the Lease Premises, Owned Real Property or any part thereof, except to the extent that the failure of the same to be true would not in the aggregate have a Material Adverse Effect.

Section 6.7 Taxes. There are no Encumbrances for Taxes on any of the Potential Acquired Assets other than statutory liens for current Taxes not yet delinquent or Taxes being contested in good faith. Each Seller has timely filed or caused to be timely filed with the appropriate Governmental Authority all material Tax Returns required to be filed by or on behalf of such seller with respect to or in connection with the Acquired Assets, the Properties, Business and the Assumed Liabilities. Such Tax Returns are true, complete and accurate in all material respects. Other than any Taxes the timely payment of which is precluded by the Bankruptcy Case, each Seller has paid and discharged in full all material amount of Taxes payable by or on behalf of such Seller. None of the Acquired Assets include or consist of an interest in any partnership, corporation or other regarded entity for U.S. federal, state or local income tax purposes. No Tax Proceeding is pending or has been threatened in writing against or with respect to any Seller in connection with the Potential Acquired Assets, the Properties, the Seller's business or the Assumed Liabilities. Each Seller has complied in all material respects with all applicable Laws (including information reporting requirements) relating to the collection, withholding and remittance of Taxes with respect to or in connection with the Acquired Assets, the Properties, the Seller's business and the Assumed Liabilities.

Section 6.8 Brokers or Finders. Sellers have not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement, the other Transaction Documents or the Transactions for which Buyer is or will become liable.

Section 6.9 Employee and Employee Plan Matters.

(a) No Seller is party to any collective bargaining, works council or similar Contract with any labor organization, union or association. No labor organization or group of employees of Sellers has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Sellers, threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. There is no pending labor dispute, strike, controversy, slowdown, work stoppage or lockout pending or, to the Knowledge of Sellers, threatened, against the Business or any Seller in connection with the Business, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no pending labor union grievances or unfair labor practices against any Seller, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Sellers are in compliance in all material respects with all Employment Laws. There are no pending employment-related lawsuits or administrative actions alleging violations of

Employment Laws against any Seller in state or federal court or pending with any Government Authority (including the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor or any equivalent state or local agencies charged with investigating or adjudicating employee claims concerning alleged violations of Employment Laws), except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Each Employee Plan that is intended to be a qualified under Section 401(a) of the Code has either received a favorable determination letter from the Internal Revenue Service or may rely on a favorable opinion letter issued by the Internal Revenue Service and, to the Knowledge of Sellers, nothing has occurred since the date of such determination or opinion letter that would reasonably be expected to adversely affect such qualification. Each Employee Plan has been established, operated and administered in compliance with its terms and applicable Laws (including ERISA and the Code), except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All contributions or other amounts payable by Sellers with respect to each Employee Plan in respect of current or prior plan years have been timely paid or accrued in accordance with applicable accounting standards.

(d) There are no actions, suits, audits or investigations by any Governmental Authority, termination proceedings or other claims (except routine claims for benefits payable under the Employee Plans) pending or, to the Knowledge of Sellers, threatened, other than any such investigations, proceedings or claims that would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) No Employee Plan is subject to Section 302 or Title IV of ERISA or Section 412, 430, or 4971 of the Code. During the immediately preceding six (6) years, no Liability under Section 302 or Title IV of ERISA has been incurred by Sellers or their respective ERISA Affiliates or their respective predecessors that has not been satisfied in full, and no condition exists that presents a risk to Sellers or any such ERISA Affiliates of incurring any such Liability.

(f) Neither Sellers nor any of their respective ERISA Affiliates has, at any time during the preceding six (6) years, contributed to, been obligated to contribute to or had any Liability (including any contingent Liability) with respect to any Multiemployer Plan or a plan that has two or more contributing sponsors, at least two of whom are not under common control, within the meaning of Section 4063 of ERISA, and no condition exists that presents a risk to Sellers or any such ERISA Affiliates of incurring any such Liability.

(g) Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (either alone or in conjunction with any other event): (i) entitle any current or former employee, officer, director or independent contractor of any Seller to any payment or benefit (or result in the funding of any such payment or benefit) under any Employee Plan; (ii) increase the amount of any compensation, equity award or other benefits otherwise payable by any Seller under any Employee Plan; (iii) result in the acceleration of the time of payment, funding or vesting of any compensation, equity award or other benefits under any Employee Plan; or (iv) result in any "excess parachute payment" (within the meaning of Section 280G of the Code) becoming due to any current or former employee, officer, director or independent contractor of any Seller.

## Section 6.10 Intellectual Property.

(a) Set forth in Schedule 6.10(a) is a correct and complete list of all issued Patents, registered Trademarks, registered Copyrights, Domain Names and Media Accounts, and as applicable, all applications for each of the foregoing, which are owned by a Seller as of the date hereof or as of the Closing Date, including for each registered, issued or applied-for item: (i) the registered owner (and, if different, the legal owner) of the item, (ii) the jurisdiction in which the item is issued or registered or which any application for issuance or registration has been filed, (iii) the respective issuance, registration or application number of such item, (iv) the date of application and issuance or registration of the item, as applicable, and (v) with respect to Domain Names, the relevant domain name registrar and paid-until date.

(b) With respect to each item of Acquired Intellectual Property, including each item identified in Schedule 6.10(a):

(i) Sellers exclusively own all right, title and interest in and to each such Acquired Intellectual Property free and clear of any Encumbrance and from any Contract that restricts Sellers' right to use the Acquired Intellectual Property, in each case, except Permitted Pre-Closing Encumbrances; for the avoidance of doubt, Schedule 6.10(b)(i) shall identify the co-owner(s) of each item of Acquired Intellectual Property and the agreements under which any Seller and the co-owner(s) share ownership of such Intellectual Property;

(ii) the item is not subject to any outstanding material Order, not including any outstanding objection, rejection or refusal issued by the United States Patent and Trademark Office or the foreign equivalent thereof in connection with the prosecution or examination of a patent or trademark application; and

(iii) to Sellers' Knowledge, each issued Patent and registered Trademark (excluding those registered Trademarks that are currently in the grace period) is valid, subsisting and enforceable and duly registered or issued, as applicable, in the name of a Seller.

(c) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business or the ownership or operation of the Acquired Assets, to Sellers' Knowledge: (i) neither the operation of the Business nor the Acquired Assets (other than the Acquired Inventory) is infringing, misappropriating, diluting or violating or have, since the beginning of the Current Fiscal Year, infringed upon, misappropriated, diluted or otherwise violated, any Intellectual Property of any other Person, (ii) since the beginning of the Current Fiscal Year, no Seller has received any written charge, complaint, claim, demand, or notice (including in the form of "cease and desist" letters, indemnification claims or "invitation to license" offers) alleging any such infringement, misappropriation, dilution or violation, nor is there any Action pending or threatened relating to the same, and (iii) since the beginning of the Current Fiscal Year, no Person has initiated or threatened any Action challenging the validity, enforceability or ownership of any Acquired Intellectual Property. To the Knowledge of Sellers, no Person has infringed upon, misappropriated, diluted or otherwise violated any of the Acquired Intellectual Property in any material respect.

(d) To the extent any current or former officers, directors, employees, contractors and consultants of Sellers have made contributions for or on behalf of Sellers to the creation or development of any Intellectual Property that is material to the operations of Sellers, Sellers own the entire right, title and interest in such contributions.

(e) Since the beginning of the Current Fiscal Year, there has been no material failure or other material substandard performance of any servers, computer hardware, networks, Software, databases, telecommunications systems, interfaces or related systems (collectively, “IT Systems”) of Sellers, which has caused any material disruption to the operation of any of Sellers’ businesses. Sellers have taken commercially reasonable (i) steps to provide for the backup and recovery of data and commercially reasonable disaster recovery plans, procedures and facilities of IT Systems included in the Potential Acquired Assets and, as applicable, have taken commercially reasonable steps to implement such plans and procedures and (ii) actions to protect the integrity and security of IT Systems included in the Potential Acquired Assets, the information stored thereon and Acquired Data from unauthorized use or access by third parties and from viruses and contaminants. Since the beginning of the Current Fiscal Year, and to the Knowledge of Sellers, since January 1, 2017, there have been no material unauthorized intrusions or breaches of the security of the IT Systems (including any ransomware attack), nor any material loss or breach of, or unauthorized access to, any data, in each case with respect to IT Systems or data that relate to the Potential Acquired Assets.

(f) Sellers have taken commercially reasonable steps to protect and preserve the secrecy and confidentiality of all information and materials that derive independent economic value from not being generally known to the public and all Know-How of third parties which was provided to a Seller under confidentiality obligations. Sellers have not (A) deposited or agreed to deposit any source code of Software the rights to which are included in the Potential Acquired Assets into a source code escrow or (B) disclosed or agreed to disclose or delivered or agreed to deliver such source code to any Person, other than disclosures made pursuant to clause (B) to Persons who are subject to confidentiality obligations which restrict their use and disclosure of such source code to other Persons not bound by confidentiality restrictions, and no Person has any contractual right to receive such source code.

(g) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business or the ownership or operation of the Acquired Assets, since the beginning of the Current Fiscal Year, and to the Knowledge of Sellers, since January 1, 2017, (i) Sellers have complied with all applicable Laws and contractual obligations relating to the collection, transfer, storage, disposal, use, processing and disclosure of the Customer Data included in the Acquired Data, and (ii) to the Knowledge of Sellers, there have been no losses or thefts of Customer Data or any other data held by or on behalf of Sellers, and in each case, included in the Acquired Data. Since January 1, 2016, Sellers have not received any unresolved written notice, request or written claim from any Person, including any Governmental Authority, concerning the material violation of any applicable Laws relating to the collection, transfer, storage, disposal, use, processing or disclosure of personally identifiable information, and, to the Knowledge of Sellers, no investigation by any Governmental Authority regarding a violation of such Laws is pending or threatened, in each case, solely as related to the Potential Acquired Assets.

Section 6.11 Material Contracts.

(a) Schedule 6.11 sets forth all of the following Orders or Contracts to which any Seller is a party or by which it is bound and that are currently in effect (or by which the Potential Acquired Assets may be bound or affected) other than the Leases (collectively, whether or not disclosed on Schedule 6.11, the “Material Contracts”):

(i) with any labor union or association representing any Employees of any Seller;

(ii) for the sale after the date hereof of any Potential Acquired Asset owned or used by Sellers for consideration in excess of \$15,000,000;

(iii) relating to the pending acquisition by any Seller of any operating business or the capital stock of any other Person;

(iv) which is an IP License with respect to which annual payments or consideration furnished by or to Sellers pursuant to such IP License with respect to the Business is in excess of fifteen million dollars (\$15,000,000) in the Current Fiscal Year (other than, (A) in the case of Inbound IP Licenses, (x) off-the-shelf, non-customized computer programs, and (y) non-exclusive licenses granted by suppliers and other service providers of Sellers, in each case, to the extent necessary to use, sell and offer to sell the products and services of such suppliers or service providers, as applicable, and entered into in the Ordinary Course of Business; and (B) in the case of Outbound IP Licenses, non-exclusive licenses to customers, suppliers, vendors and other service providers of Sellers, in each case to the extent necessary for their respective use of the products and services of the Business or for the manufacture of products on behalf of Sellers or provision of services to Sellers in connection therewith and entered into in the Ordinary Course of Business);

(v) which involve any Potential Transferred Agreement (other than purchase orders entered into in the Ordinary Course of Business) the performance of which involves payment by or to any of Sellers of consideration in excess of \$15,000,000 over the Current Fiscal Year and which cannot be canceled by notice of ninety (90) days or fewer without penalty or payment; and

(vi) which regard the employment, services, consulting, termination or severance from employment relating to or for the material benefit of any director, officer, employee, independent contractor or consultant of any Seller and require annual payments by any Seller in excess of \$400,000.

(b) Sellers have delivered to Buyer true and complete copies of such Material Contracts and any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date of this Agreement; provided, however, that Sellers shall not be required to deliver any Material Contract or amendment, modification, supplement, exhibit or restatement thereto that cannot be located notwithstanding the reasonable efforts of Sellers to locate such document if and only if such Material Contract is not an Assigned Agreement.

(c) Each Material Contract is in full force and effect, has not been amended, modified or supplemented and is the valid and binding obligation of the Seller party thereto, and to the Knowledge of Sellers, each other party thereto, in each case except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditor's rights generally or general principles of equity.

(d) If any Material Contract were to be designated by Buyer for assignment as an Assigned Agreement, upon entry of the Approval Order and payment of the Cure Costs, no Seller is in breach or in default under any Material Contract.

Section 6.12 Seller SEC Reports. Since the beginning of the Current Fiscal Year, SHC has filed or furnished (as applicable) all forms, reports, schedules, statements and other documents with the SEC that have been required to be filed or furnished (as applicable) by it under applicable Laws prior to the date hereof (all such forms, reports, schedules, statements and other documents, as amended and supplemented, and together with all exhibits and schedules thereto, the "Seller SEC Reports"). As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseded filing), (a) each Seller SEC Report complied as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act or the Sarbanes-Oxley Act, as the case may be (including, in each case, the rules and regulations promulgated thereunder), each as in effect on the date such Seller SEC Report was filed, and (b) each Seller SEC Report did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Section 6.13 Financial Statements. The consolidated financial statements of SHC and its Subsidiaries included or incorporated by reference into the Seller SEC Reports have been prepared in accordance with GAAP consistently applied during the periods and at the dates involved (except as may be indicated in the notes thereto or, with respect to any unaudited interim financial statements, the absence of footnote disclosures and other presentation items and normal year-end audit adjustments or as permitted by the SEC's rules and forms), comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto and fairly present in all material respects the consolidated financial position of SHC and its Subsidiaries as of the dates thereof and the consolidated results of operations and cash flows for the periods then ended.

Section 6.14 Litigation. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, there are no Actions pending or, to the knowledge of Sellers, threatened before, or by any Governmental Authority against any Seller with respect to the Business.

Section 6.15 No Other Representations or Warranties; No Survival. Except for the representations and warranties contained in this Article VI (subject to the disclosures set forth on the Schedules) and in the other Transactions Documents, as applicable, neither Sellers nor any other Person on behalf of Sellers makes any express or implied representation or warranty with respect to Sellers, its Subsidiaries, the Business, the Acquired Assets, the Assumed Liabilities, the Transactions or with respect to any information provided by or on behalf of Sellers to Buyer and Seller disclaims any other representations or warranties, whether made by Seller, any Affiliate of

Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in this Article VI and in the other Transactions Documents, as applicable, the Sellers (a) expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Affiliates or their respective representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of Seller or any of its Affiliates). It is expressly acknowledged and agreed that Sellers make no representations or warranties to Buyer regarding the success or profitability of the Business or with respect to the assets, liabilities or business of the Business (as defined in the SHIP Purchase Agreement). The representations and warranties of Sellers will expire upon the Closing Date.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers that the statements contained in this Article VII are true and correct as of the date hereof:

Section 7.1 Organization and Good Standing; Organizational Documents; Ownership. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite power and authority to own or lease and to operate and use its properties and the Acquired Assets and to carry on its business as now conducted and the Business. Buyer has delivered to Seller true and correct copies of the organizational documents of Buyer in effect as of the date hereof. All of the equity interests in Buyer as of the date hereof are owned of record and beneficially as set forth on Schedule 7.1.

Section 7.2 Authority; Validity; Consents. Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the Transactions. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the Transactions have been duly and validly authorized by all requisite corporate, partnership or limited liability company actions in respect thereof. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document required to be executed and delivered by Buyer at any time will be duly and validly executed and delivered by Buyer. This Agreement and (when duly executed by Buyer) the other Transaction Documents constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Subject to requisite Bankruptcy Court approval, as applicable, Buyer is not and will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party or the consummation or performance of any of the Transactions, except for (a) expiration or termination of any applicable waiting periods under the HSR Act and

(b) such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, have a material adverse effect on Buyer's right or ability to consummate the Transactions. There are no consents of any Buyer Related Party required for the execution, delivery and performance of the Transaction Documents and the consummation of the Transactions, including for the satisfaction of any condition set forth in Article X or Article XI.

Section 7.3 No Conflict. When the consents and other actions described in Section 7.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions will not result in the breach of any of the terms and provisions of, or constitute a default under, or materially conflict with, or require consent or the giving of a notice under, or cause any acceleration of any material obligation of Buyer under (a) any organizational documents of Buyer, (b) any Order or (c) any Law, except to the extent any such default, conflict or consent would not affect in any material respect Buyer's ability to consummate the Transactions.

Section 7.4 Financing; Availability of Funds.

(a) Buyer shall deliver to Sellers concurrently herewith or prior to the execution of this Agreement a true, correct and complete copies of:

(i) an executed equity commitment letter (the "Equity Commitment Letter") to Buyer from ESL Investments, Inc. (the "Sponsor"), including all annexes, exhibits, schedules and other attachments thereto, dated as of the date hereof, pursuant to which the Sponsor has committed to provide Buyer with equity financing in the amount set forth therein (the "Equity Financing") for the purpose of funding the Transactions;

(ii) an executed mortgage loan commitment letter (the "Real Estate Financing Commitment Letter") to Buyer from the Cyrus Lender and the Sponsor, including all annexes, exhibits, schedules and other attachments thereto, dated as of the date hereof, pursuant to which Cyrus and the Sponsor have committed to provide Buyer with real estate mortgage financing in the amount set forth therein (the "Real Estate Financing") for the purpose of funding the Transactions;

(iii) the executed Cyrus Commitment Letter; and

(iv) the executed ABL Commitment Letter and the related fee letter (provided that fees, economics and other provisions which are customarily redacted in connection with acquisitions of this type may be redacted in a customary manner (to the extent any such provisions would not adversely affect the conditionality, enforceability, or availability of the amount of the Debt Financing necessary to consummate the Transactions)).

(b) As of the date hereof, the Commitment Letters are in full force and effect and have not been withdrawn or terminated or otherwise amended or modified in any respect. As of the date hereof, the Commitment Letters are a legal, valid and binding obligation of Buyer and, to the knowledge of Buyer, the other parties thereto (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and to general principles of equity). As of the date hereof, (x) there are no side letters or

other agreements, contracts or arrangements to which Buyer or any of its Affiliates is a party relating to the Financing that could affect the availability of the amount of the Financing funded on the Closing Date necessary to consummate the Transactions and (y) there are no conditions precedent or other contingencies related to the funding the Financing that could adversely affect the availability of the Financing or the timing of the Closing, other than as expressly set forth in the Commitment Letters. Buyer has fully paid any and all commitment fees or other fees required by the Commitment Letters to be paid by it on or prior to the date of this Agreement. Assuming the satisfaction of the conditions set forth in Article X, as of the date hereof, Buyer has no reason to believe that any of the conditions to the Financing in the Commitment Letters will not be satisfied. As of the date hereof, Buyer is not aware of any fact or occurrence that, with or without notice, lapse of time or both, would reasonably be expected to result in the Financing not being available on a timely basis in order to consummate the Transactions.

(c) Assuming (i) the accuracy of the representations and warranties set forth in Article VI of this Agreement and (ii) the performance by Sellers of their respective obligations hereunder in a manner sufficient to satisfy the condition specified in Section 10.2, the net proceeds from the Financing will be sufficient to consummate the Transactions, including the payment by Buyer of all obligations pursuant to this Agreement and any fees and expenses payable by Buyer on the Closing Date (including in respect of the Debt Financing).

(d) The obligations of Buyer under this Agreement are not contingent on the availability of the Debt Financing.

(e) Buyer owns of record and beneficially obligations in the amount it is credit bidding under Section 3.1(b) and a sufficient amount of the aggregate obligations outstanding under the Second Lien Term Loan, Second Lien Line of Credit Facility and the Second Lien PIK Notes to direct the Second Lien Trustee to credit bid 100% of such amount as provided in Section 3.1(b)(iv).

Section 7.5 Litigation. There are no Proceedings pending or, to the knowledge of Buyer, threatened, or to which Buyer is otherwise a party before any Governmental Authority, that would affect in any material respect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the Transactions.

Section 7.6 Brokers or Finders. Except for any brokers utilized by Buyer in the normal course of business (which brokers shall be compensated, if at all, by Buyer), neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the Transactions for which Sellers are or will become liable, and Buyer shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

Section 7.7 Condition of Acquired Assets; Representations.

(a) Notwithstanding anything contained in this Agreement to the contrary, Buyer acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article VI (subject to the disclosures set forth on the Schedules), and Buyer acknowledges and agrees that the Acquired Assets are being transferred on an "as is", "where is" basis. Buyer acknowledges and accepts the

disclaimers made by Sellers in Section 6.16. Buyer acknowledges that it has conducted to its satisfaction its own independent investigation of the Business, the Acquired Assets and Assumed Liabilities and, in making the determination to proceed with the Transactions, Buyer has relied solely on the results of its own independent investigation. In connection with Buyer's investigation, Buyer has received or may receive from Sellers certain projections, forward-looking statements and other forecasts and certain business plan information. Buyer acknowledges that Sellers make no representation or warranty with respect to forward-looking estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans). Buyer acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and that Buyer shall have no claim against anyone with respect thereto. Accordingly, Buyer acknowledges that Sellers make no representation or warranty with respect to such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans) or the success or profitability of the Business.

Section 7.8 No Survival. The representations and warranties of Buyer will expire upon the Closing Date.

## ARTICLE VIII

### ACTION PRIOR TO THE CLOSING DATE

#### Section 8.1 Operations.

(a) From the date hereof and prior to the Closing, except (i) as required by applicable Law, (ii) as expressly contemplated by this Agreement or (iii) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), Sellers covenant and agree to comply with applicable Law in all material respects and to use commercially reasonable efforts to conduct their business in the Ordinary Course of Business (taking into account Sellers' status as debtors-in-possession), including (A) to maintain and preserve the Potential Acquired Assets in their condition as of October 15, 2018 (including by using commercially reasonable efforts to comply with instructions from Buyer as to the renewal (or lack of renewal) of each Lease and other Potential Transferred Agreement that comes up for renewal), other than reasonable wear and tear, casualty and condemnation (which shall be governed by Section 12.3), and sales of Inventory in the Ordinary Course of Business, (B) by using commercially reasonable efforts to cause the landlord under the respective Leases and any applicable counterparty under the Outbound IP Licenses and any other Potential Transferred Agreements to perform such parties' covenants, agreements and obligations under the respective Leases, Outbound IP Licenses and other Potential Transferred Agreements and (C) managing Inventory in the Ordinary Course of Business, including with regard to Inventory in transit and Inventory located in distribution centers (and for the avoidance of doubt, Sellers shall not delay taking delivery of Inventory that would be Acquired Inventory on the Closing Date if delivery of such Inventory were managed in the Ordinary Course of Business prior to the Closing Date;

provided, that Sellers shall be permitted to reasonably manage the amount of Inventory in consultation with Buyer in order to satisfy the condition set forth in Section 10.9 and Section 10.10 as of the Closing). Sellers shall promptly notify Buyer of (x) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transactions; and (y) the commencement of any material Proceedings related to the business conducted by Sellers, the Designations Rights or the Potential Acquired Assets; provided, however, that the delivery of any notice pursuant to this Section 8.1(a) will not (A) limit or otherwise affect any remedies available to Buyer or Sellers, or (B) be deemed to amend or supplement any Schedule or prevent or cure any misrepresentations or breach of representation or warranty.

(b) Without limiting the generality of the foregoing, from the date hereof and prior to the Closing, Sellers covenant and agree:

(i) not to sell, lease (as lessor), license (as licensor), transfer or otherwise dispose of, or mortgage or pledge, or voluntarily impose or suffer to be imposed any Encumbrance (other than Permitted Pre-Closing Encumbrances) on, any Potential Acquired Assets (excluding the Acquired Intellectual Property and Acquired Data, which are addressed below), other than sales of Inventory in the Ordinary Course of Business;

(ii) not to assign, transfer, otherwise dispose of or convey any Patent, Trademark, registered or applied-for Copyright or Domain Name included in the Acquired Intellectual Property, or any other material Acquired Intellectual Property or any Acquired Data, except, with respect to the purging of any Acquired Data, as required by the consumer privacy ombudsman or the Bankruptcy Court; provided Sellers provide Buyer written notice describing the steps that Sellers plan to take in order to accomplish such requirement, at least five (5) Business Days prior to any response that would violate this covenant absent such requirement;

(iii) not to allow to lapse, abandon, cancel, fail to renew or fail to continue to prosecute, protect or defend any (A) Patent, Trademark, registered or applied-for Copyright or Domain Name included in the Acquired Intellectual Property, or any other material Acquired Intellectual Property, in each case, other than registered Trademarks (x) that Sellers have ceased to use and intend not to resume use of and (y) that have entered the grace period for renewal, or (B) Acquired Data, except, with respect to the purging of any Acquired Data, as required by the consumer privacy ombudsman or the Bankruptcy Court; provided Sellers provide Buyer written notice describing the steps that Sellers plan to take in order to accomplish such requirement, at least five (5) Business Days prior to any response that would violate this covenant absent such requirement;

(iv) not to license or grant any Person any rights to any Acquired Intellectual Property or any Acquired Data (other than, in each case, non-exclusive licenses granted to customers, vendors, suppliers and other service providers of Sellers to the extent necessary for their respective use of the products and services of Sellers or for the provision of services to Sellers in connection therewith and entered into in the Ordinary Course of Business);

(v) not to modify any privacy policies, notices or statements in a manner that (A) limits the ability or right of a Seller to sell and transfer the Acquired Data to Buyer, or (B) limits the use of the Acquired Data by Buyer after the Closing;

(vi) not to settle, pay, discharge or satisfy any material Action that, in each case, would constitute a Potential Acquired Asset (for the avoidance of doubt, other than any Excluded Assets) or Assumed Liability where such settlement, payment, discharge or satisfaction would impose any restrictions or limitations upon the operation of Sellers' business or any Acquired Assets, whether before or after the Closing Date;

(vii) not to cancel or compromise any claim or waive or release any right related to any Potential Acquired Asset (for the avoidance of doubt, other than any Excluded Assets);

(viii) except as required by Section 8.1(a) or permitted under Section 8.1(b)(iv) with respect to Outbound IP Licenses, not to amend, supplement, modify, terminate or enter into any Leases, Outbound IP Licenses (under which a Seller is a licensor) or other Potential Transferred Agreements;

(ix) unless required by Law, not to take any action, without the consent of Buyer (which may not be unreasonably delayed, conditioned or denied), with respect to Taxes or Tax matters that is not in the Ordinary Course Of Business and that (A) would materially adversely affect the Potential Acquired Assets, the Properties, Business and the Assumed Liabilities or (B) otherwise could reasonably be expected to increase the Tax Liability of Buyer or any of its Affiliates;

(x) to use commercially reasonable efforts to cause any applicable counterparty under the IP Licenses included in the Assigned Agreements to perform such party's covenants, agreements and obligations under such IP Licenses, including with respect to quality control;

(xi) not to grant or terminate any other interests in any Potential Acquired Asset (other than sales of Inventory in the Ordinary Course of Business);

(xii) not to seek or obtain an order approving rejection of a Lease or other Potential Transferred Agreement;

(xiii) not to issue any gift cards, gift certificates, merchandise credits, return credits, customer membership or customer loyalty discount programs, coupons, groupings or other similar credits or programs at a discount or pursuant to any promotion that would result in any Seller receiving less than face value in such issuance;

(xiv) not to (A) increase the annual level of compensation payable or to become payable by any Seller to any director or officer of any Seller, except in the Ordinary Course of Business, (B) increase the annual level of compensation payable or to become payable by any Seller to any other employee of any Seller, except in the Ordinary Course of Business, (C) grant any unusual or extraordinary bonus, benefit or other direct or indirect

compensation to any director, officer or employee except as authorized by the Bankruptcy Court, (D) increase the coverage or benefits available under any (or create any new) Employee Plan (E) take any action (other than a termination of employment in accordance with clause (xiv) of this Section 8.1(b)), whether in writing or otherwise, that has or could reasonably be expected to have the effect of increasing in any manner the liability of the Buyer or any Seller for any severance or other post-termination payments or benefits otherwise payable or due to any individual or group of individuals, or otherwise enhancing, or accelerating the timing of, such payment or benefit or accelerating the funding thereof, or (F) enter into any employment, deferred compensation, severance, consulting, noncompetition or similar agreement to which any Seller is a party or involving a director, officer or employee of any Seller, except, in each case, as required by applicable Law from time to time in effect or by any of the Employee Plans as in effect on the date hereof;

(xv) not to terminate the employment of any director, officer or employee of any Seller other than in the Ordinary Course of Business;

(xvi) not to enter into, modify or terminate any labor or collective bargaining agreement or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization with respect to any Potential Acquired Asset;

(xvii) not to permit Sears Re to (A) pay any dividend or distribution, (B) issue any debt or equity securities or (C) take any of the actions described in this Section 8.1(b) with respect to its assets or Contracts; and

(xviii) not to enter into any agreement or commitment to take any action prohibited by this Section 8.1(b).

(c) Without in any way limiting any Party's rights or obligations under this Agreement, the Parties understand and agree that (i) nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the operations of Sellers, Sellers' business or the Properties prior to the applicable Closing Date and (ii) prior to the Closing Date, Sellers shall exercise, consistent with, and subject to, the terms and conditions of this Agreement, complete control and supervision over the operations of Sellers, the Business and the Properties to the extent permitted by Law, including taking into account Sellers' status as debtors-in-possession in the Bankruptcy Case. Notwithstanding anything herein to the contrary, Sellers shall be permitted to take all actions that are necessary or desirable to comply with the WARN Act, including providing any notices required under the WARN Act, and no such actions shall constitute a violation of this Section 8.1.

## Section 8.2 Bankruptcy Court Matters.

(a) Reserved.

(b) Bankruptcy Court Filings and Approvals.

(i) Buyer agrees that it will promptly furnish such affidavits or other documents or information for filing with the Bankruptcy Court as are reasonably requested by Sellers

to assist Sellers in obtaining entry of the Approval Order, including a finding of adequate assurance of future performance by Buyer. Sellers shall provide Buyer with advance drafts of any motions, pleadings or Bankruptcy Court filings relating to the sale of the Acquired Assets or the Approval Order no later than two (2) Business Days prior to the date Sellers intend to file such motion, pleading or Bankruptcy Court filing to the extent practicable (or, to the extent not practicable, as soon as reasonably practicable prior to the filing of such pleading). Buyer may file or join in any motion, pleading or Bankruptcy Court filing in support or seeking approval of, and reply to any response or objection to, the sale of the Acquired Assets hereunder, and the Approval Order.

(ii) Sellers shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Assigned Agreements and to determine the amount of the Cure Costs; provided, that subject to Section 2.7, Section 2.9 and Section 5.2, nothing herein shall preclude Sellers from filing such motions, including from and after the Petition Date, to reject any Contracts that are not Assigned Agreements.

(iii) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better Competing Transactions.

(iv) Sellers and Buyer acknowledge that Buyer (or any applicable Assignee) must provide adequate assurance of future performance under the Assigned Agreements to be assigned by Sellers, and Buyer hereby agrees to provide such adequate assurance to the extent required under the Bankruptcy Code and the Bidding Procedures Order, including by demonstrating financial wherewithal to pay Cure Costs.

(v) Buyer and Sellers shall reasonably cooperate as requested by the consumer privacy ombudsman appointed in these Bankruptcy Cases and shall use commercially reasonable efforts to take actions recommended by such ombudsman pursuant to 11 U.S.C. § 332 in any report authored by such ombudsman and approved or adopted by the Bankruptcy Court in the Approval Order.

(vi) After entry of the Approval Order, Sellers shall not take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Approval Order.

(vii) If applicable, Sellers shall cause any plan of reorganization or liquidation approved in the Bankruptcy Cases to permit assumption of Sellers' executory contracts and unexpired leases of real property through the end of the Designation Rights Period.

(c) Back-Up Bidder. Sellers and Buyer agree that, in the event that Buyer is not the winning bidder at the Auction, if (i) Buyer submits the second highest or second best bid at the Auction or the terms of this Agreement constitute the second highest or best bid, and (ii) Sellers give written notice to Buyer on or before the tenth (10<sup>th</sup>) Business Day prior to the Outside Date, stating that Sellers (A) failed to consummate the sale of the Acquired Assets with the winning bidder, and (B) terminated the purchase agreement with the winning bidder, Buyer shall promptly consummate the Transactions upon the terms and conditions as set forth herein, including the Purchase Price.

(d) Bankruptcy Milestones. The Parties will use reasonable best efforts to comply with the following milestones:

(i) to obtain entry of the Approval Order by the Bankruptcy Court on or before February 8, 2019 (subject to Bankruptcy Court availability).

(ii) to close the Transactions on or before February 19, 2019.

Section 8.3 Registrations, Filings and Consents.

(a) Subject to the Parties' additional obligations under this Section 8.3, each Party shall use its respective reasonable best efforts and, as applicable, cooperate with the other Parties, to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under Laws to consummate and make effective the Transactions, including using its respective reasonable best efforts (i) to fulfill all conditions to the other Party's obligation to effect the Closing in Article X, (ii) to execute, acknowledge and deliver in proper form any further documents, certificates, agreements and other writings, and take such other action as such other Party may reasonably require, in order to effectively carry out the intent of the Transaction Documents, (iii) to make or cause to be made all registrations, filings, notifications, submissions and applications with, to give all notices to and to obtain any consents, governmental transfers, approvals, orders, qualifications and waivers from any Governmental Authority necessary for the consummation of the Transactions and (iv) not take any action that could reasonably be expected to have the effect of delaying, impairing or impeding the receipt of any such consents, approvals or waivers.

(b) The Parties shall duly file with the FTC and the Antitrust Division the notification and report forms (each an "HSR Filing"), that may be required under the HSR Act necessary to consummate the Transactions, as promptly as possible and in no event later than January 18, 2019, including with respect to Buyer causing to be filed by its Affiliates and interest holders any HSR Filings necessary to consummate the Transactions. If an HSR Filing is required, each Party shall cooperate with the other Party to the extent necessary to assist the other Party in the preparation of its HSR Filing, to request early termination of the waiting period required by the HSR Act with respect to the HSR Filing and, if requested, to promptly amend or furnish additional information under its HSR Filing. Each Party shall as promptly as practicable comply with any Laws that are applicable to any of the Transactions and pursuant to which any consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is necessary. Subject to applicable Laws and the preservation of any applicable attorney-client privilege, the Parties shall promptly furnish to each other all such information as is necessary to prepare any such registration, declaration or filing. The Parties shall have joint decision-making authority with respect to the strategy for obtaining any necessary consents, approvals, orders or authorizations from any Governmental Authority, including under any Antitrust Laws. Neither Buyer nor Sellers, nor their respective counsel, shall independently participate in any substantive call or meeting with any Governmental Authority regarding the Transactions without giving the other Party or its counsel prior notice of such call or meeting and, to the extent permitted by such Governmental Authority, the opportunity to attend and/or participate. In furtherance of the foregoing and to the extent permitted by applicable Law: (i) each Party shall notify the other, as far in advance as practicable, of any material or substantive communication or inquiry it or any of

its Affiliates or Subsidiaries intends to make with any Governmental Authority relating to the matters that are the subject of this Section 8.3; (ii) prior to submitting or making any such communication or inquiry, such Party shall provide the other Party and its counsel a reasonable opportunity to review, and shall consider in good faith the comments of the other Party in connection with, any such communication or inquiry; (iii) promptly following the submission or making such communication or inquiry, provide the other Party with a copy of any such communication or inquiry, if in written form; and (iv) consult with the other Party in connection with any inquiry, hearing, investigation or litigation by, or negotiations with, any Governmental Authority relating to the Transactions, including the scheduling of, and strategic planning for, any meetings with any Governmental Authority relating thereto. In exercising the foregoing cooperation rights, Buyer and Sellers each shall act reasonably and as promptly as reasonably practicable. Notwithstanding the foregoing, materials provided pursuant to this Section 8.3 may be reasonably redacted (A) to remove references concerning the valuation of the Transactions, (B) as necessary to comply with contractual arrangements, (C) as necessary to address reasonable privilege concerns or (D) as otherwise required by Law. The Parties shall bear their own costs and expenses incurred with respect to the preparation of their respective filings contemplated in this Section 8.3(b), provided, however, that Buyer shall pay the filing fees, if any, in connection therewith.

(c) Each of Seller and Buyer agrees that it will (and will cause its Affiliates to), if necessary to enable the Parties to consummate the Transactions, use reasonable best efforts to defend against any Actions that would prevent, delay or challenge the Transaction Documents or the consummation of the Transactions, including by seeking to vacate or reverse any temporary restraining order, preliminary injunction or other legal restraint or prohibition entered or imposed (or which becomes reasonably foreseeable to be entered or imposed) by any court or other Governmental Authority that is not yet final and nonappealable, in order that the Transactions shall occur as promptly as reasonably practicable and in any event no later than the Outside Date.

(d) Buyer shall, at Buyer's sole cost, take, or cause to be taken, any and all actions and do, or cause to be done, any and all things necessary, proper or advisable to avoid, eliminate and resolve each and every impediment and obtain all Consents required to permit the satisfaction of the conditions in Section 10.4, Section 10.5, Section 11.3, and Section 11.4, as promptly as reasonably practicable and in any event no later than the Outside Date, including by offering and causing its Affiliates to offer to: (i) sell or otherwise dispose of, or hold separate and agree to sell or otherwise dispose of specific assets or categories of assets or businesses constituting the Business or any of the Acquired Assets or any other assets or businesses owned by Buyer or its Affiliates; (ii) terminate any existing relationships and contractual rights and obligations of Buyer or its Affiliates including, after the Closing, the Business or any of the Acquired Assets; (iii) amend or terminate such existing licenses or other intellectual property agreements and to enter into such new licenses or other intellectual property agreements; (iv) take any and all actions and make any and all behavioral commitments, whether or not they limit or modify Buyer's or its Affiliates' rights of ownership in, or ability to conduct the business of, one or more of its or their operations, divisions, businesses, product lines, customers or assets, including, after the Closing, the Business or any of the Acquired Assets; and (v) enter into agreements, including with the relevant Governmental Authority, giving effect to the foregoing clauses (i) through (iv) (such actions in clauses (i) through (v), "Antitrust Actions"); provided, that such Antitrust Actions are conditioned

upon and become effective only from and after the Closing. In furtherance of the foregoing, prior to the Closing, Buyer shall keep Sellers reasonably informed of all matters, discussions and activities relating to any of the matters described in or contemplated by clauses (i) through (v) of this Section 8.3(d).

(e) Notwithstanding anything herein to the contrary, neither Buyer nor Seller, without the other Party's prior written consent, shall (i) enter into any timing, settlement or similar agreement, or otherwise agree or commit to any arrangement that would have the effect of extending, suspending, lengthening or otherwise tolling the expiration or termination of the waiting period applicable to the Transactions under the HSR Act or any Antitrust Laws, or (ii) enter into any timing or similar agreement, or otherwise agree or commit to any arrangement, that would bind or commit the Parties not to complete the Transactions (or that would otherwise prevent or prohibit the Parties from completing the Transactions).

#### Section 8.4 Financing Assistance; Additional Information.

(a) From the date hereof to earlier of (x) the date this Agreement is terminated in accordance with its terms and (y) the Closing Date, Sellers shall provide to Buyer and shall use reasonable best efforts to cause its officers, employees and advisors to provide to Buyer, such cooperation as is customary for financings of the type contemplated by the Debt Commitment Letters and as is reasonably requested by Buyer in connection with arranging and obtaining the Debt Financing, which cooperation includes using reasonable best efforts to (i) cause the participation by one or more representatives of senior management in a reasonable number of meetings, due diligence sessions and presentations upon reasonable prior notice and in reasonably convenient locations, (ii) reasonably assist Buyer and the ABL Financing Sources with the preparation of (A) one or more customary bank information memoranda (and, to the extent necessary, additional information memoranda that do not include material non-public information), (B) customary materials for rating agency presentations, (C) syndication materials, (D) lender presentations and (E) other customary marketing and similar documents, each in connection with the syndication and marketing of the ABL Financing (including customary authorization and representation letters), (iii) furnish to Buyer and the ABL Financing Sources, on a timely basis, the Required Information and such other customary financial and other pertinent information regarding Sellers (including information regarding the business, operations and financial projections thereof) as may be reasonably requested by Buyer to assist in the preparation of a customary confidential information memorandum or other customary information documents used in financings of the type contemplated by the ABL Commitment Letter, (iv) cooperate with the Buyer's and the ABL Financing Sources' reasonable evaluation of the applicable Sellers for the purpose of establishing collateral arrangements (including conducting, at the Buyer's sole cost and expense, appraisals and field audits contemplated by the ABL Commitment Letter and providing information reasonably requested with respect to inventory, receivables, cash management and accounting systems, deposit accounts and related assets and procedures), in each case, to the extent customary in asset-based revolving credit facilities (including by providing Buyer and the Financing Sources with reasonable and customary access to the books and records, properties and applicable representatives of Sellers), (v) (A) reasonably cooperate with the marketing efforts of Buyer and the Financing Sources for any portion of the Debt Financing and (B) ensure that the syndication efforts for the ABL Financing benefit materially from the existing

banking relationships of the Sellers, (vi) permit the use by Buyer and its Affiliates of the Sellers' logos and/or Trademarks included in the Acquired Assets in connection with the syndication of the Debt Financing, provided that such logos and/or marks are used in a manner that is not intended, or reasonably likely, to harm or disparage Sellers, (vii) cause the taking of corporate actions by the Sellers that are necessary to permit the consummation of the Financing on the Closing Date as are reasonably requested by Buyer, (viii) facilitate the release and termination, effective upon the Closing, of liens and security interests, including obtaining customary release letters (including delivery of draft Payoff Letters at least three (3) Business Days prior to the anticipated Closing Date), lien terminations and releases and other similar documents as may reasonably be requested by Buyer and (ix) execute and deliver any documents as reasonably requested by Buyer as are customary in financings of such type and as are accurate, and otherwise facilitate the pledging of and granting, recording and perfection of security interests in share certificates, securities and other collateral (including releasing any Liens on the Acquired Assets in connection with any existing indebtedness of Sellers) and the obtaining of appraisals, surveys and title insurance as reasonably requested by Buyer; it being understood and agreed that (A) no such corporate action will take effect prior to the Closing and (B) any such corporate action will only be required of the directors, members, partners, managers or officers of the Sellers who retain their respective positions as of the Closing; provided that no obligation of Sellers shall be effective until the Closing Date; provided, however, that nothing herein shall require Sellers to (A) waive or amend any terms of this Agreement or cause any condition to Closing set forth in Article X to not be satisfied or otherwise cause any breach of this Agreement, (B) authorize, execute, and/or deliver any certificate, document or instrument pursuant to the Debt Financing that will be effective prior to the Closing Date, (C) take any action that would conflict with any applicable Law, the organizational documents of Sellers or result in the contravention of, or would reasonably be expected to result in the violation or breach of, or default under, any Material Contract to which any of Sellers is a party or (D) prepare, assist in the preparation of, or otherwise provide any information that is not in the possession or control of Sellers or any other information to the extent such disclosure (x) may result in a waiver of attorney-client privilege, work product doctrine or similar privilege, provided that Sellers shall use reasonable best efforts to provide such information in a form or manner that would not waive such legal privilege (including by redacting or otherwise not disclosing any portion thereof the disclosure of which would jeopardize such privilege) or (y) would violate any confidentiality obligation of Sellers.

(b) Sellers shall not be required to pay any commitment fees or other fees or make any other payment (other than reasonable out-of-pocket costs) or incur any other liability or provide or agree to provide any indemnity in connection with the Debt Financing or any of the foregoing that would be effective prior to the Closing. Buyer shall promptly reimburse Sellers for all out-of-pocket costs and expenses (including attorneys' fees) incurred by Sellers or any of their Affiliates in connection with the cooperation of the Sellers contemplated by this Section 8.4 and shall indemnify and hold harmless Sellers, their Affiliates and their respective representatives from and against any and all losses suffered or incurred by any of them of any type in connection with the arrangement of any Financing and any information used in connection therewith, except in the event such loss or damage arises out of or results from the gross negligence, willful misconduct or bad faith by Sellers or their Affiliates or, in each case, their respective representatives.

#### Section 8.5 Financing.

(a) Buyer shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, as promptly as possible, all things necessary, advisable or desirable to (i) satisfy on a timely basis all terms, conditions, representations and warranties applicable to Buyer set forth in the Commitment Letters (including any flex provisions) (or, if deemed advisable by Buyer, seek a waiver of conditions applicable to Buyer contained in the Commitment Letters) (and, for the avoidance of doubt, this clause (i) shall have no effect where the failure to satisfy such terms, conditions, representations and warranties results directly from the Sellers' failure to furnish the Required Information or breach of their obligations hereunder in a manner that would cause the condition in Section 10.2 not to be satisfied), (ii) maintain in effect the Commitment Letters through the Closing Date (as such may be amended, supplemented, modified and replaced in accordance with the terms hereof), (iii) negotiate and enter into Debt Financing Documents and enforce its rights under the Debt Commitment Letters (other than pursuant to any Action taken prior to the satisfaction or waiver of the conditions set forth in Article X and Article XI hereunder) and (iv) upon satisfaction of the conditions set forth in the Commitment Letters, consummate the Financing at the Closing; provided, however, that, if all or any portion of funds in the amounts and on the terms set forth in the Debt Commitment Letters become, or would be reasonably expected to become, unavailable to Buyer on the terms and conditions set forth therein (including any "flex" provisions related thereto) and such portion is reasonably required to fund the transactions contemplated by this Agreement and all fees, expenses and other amounts contemplated to be paid (or caused to be paid) by Buyer pursuant to this Agreement, in each case other than as a result of a breach by Sellers of any representation, warranty or covenant contained in this agreement in a manner that would cause the conditions in Section 10.1 or Section 10.2 not to be satisfied, Buyer shall use its reasonable best efforts to obtain substitute alternative financing (the "Alternative Financing") for all or such portion of such funds to the extent so unavailable, (i) in amounts and otherwise on terms and conditions no less favorable to Buyer than as set forth in the applicable Debt Commitment Letter and (ii) that does not expand upon the conditions precedent or contingencies to funding the Financing on the Closing Date as set forth in the applicable Debt Commitment Letter or Debt Financing Documents with respect to the Alternative Financing; provided, further, that, if Buyer proceeds with Alternative Financing, it shall be subject to the same obligations with respect to such Alternative Financing as set forth in this Section 8.5 as with respect to the Debt Financing. For the avoidance of doubt, references to the "Debt Commitment Letter" shall include such document as permitted or required by this Section 8.5 for such Alternative Financing from the time of such substitution.

(b) Buyer shall provide prompt written notice of (i) any material breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any material breach or default) by Buyer under the Commitment Letters, or to the knowledge of Buyer, any other party to the Commitment Letters or definitive agreement related thereto and (ii) receipt by Buyer of any written notice or other written communication from any party to the Commitment Letters with respect to any actual or threatened material breach, default, termination or repudiation by any party to the Commitment Letters or any definitive agreement related thereto or any provision of the Financing or any definitive agreement related thereto (including any proposal by any Financing Source to withdraw, terminate, reduce the amount of financing necessary to consummate the transactions contemplated hereby or materially delay the timing of the financing contemplated by Commitment Letters). Buyer shall not consent to (i) any replacement, amendment or waiver of any provision or remedy under any Commitment

Letter (including, for the avoidance of doubt, any provision of any fee letter or engagement letter related thereto) without Sellers' prior written consent if such replacement, amendment or waiver (A) reduces the aggregate amount of the Financing (including by changing the amount of fees to be paid or original issue discount thereof, unless, in the case of the Debt Commitment Letters, any such change is matched from Alternative Financing to the extent required or permitted pursuant to Section 8.5(a)), unless such portion is not reasonably required to fund the transactions contemplated by this Agreement or (B) imposes new or additional conditions precedent or changes the conditions precedent to the Financing or otherwise changes the terms of the Financing, in each case, in a manner that would reasonably be expected to delay in any material respect or prevent the Closing or make the funding of the Financing materially less likely to occur or adversely impact in any material respect Buyer's ability to enforce its rights under any such Commitment Letter or to consummate the transactions contemplated hereby (for the avoidance of doubt, it is understood that, subject to the limitations set forth in this Section 8.5, Buyer may amend the Debt Commitment Letters to add lenders, lead arrangers, bookrunners, syndication agents or similar entities, but if and only if the addition of such additional parties, individually or in the aggregate, and together with any amendments or modifications to such Debt Commitment Letter in connection therewith, would not result in the occurrence of a modification to such Commitment Letter prohibited by this clause (i)) and (ii) termination of such Commitment Letter prior to the Closing Date (unless, in the case of the Debt Commitment Letter, Buyer has arranged for Alternative Financing to the extent permitted or required by Section 8.5(a)). Buyer shall provide to Sellers copies of any commitment letter associated with a replacement Financing or Alternative Financing as well as any amendment or waiver of any Commitment Letter. For the avoidance of doubt, references to "Commitment Letter" shall include as such Commitment Letter is modified in accordance with this Section 8.5(b) from the time of such modification.

**Section 8.6 Trade Payables.** The Sellers shall make all payments in respect of payables of the Business (including rent payments and sales taxes) arising from the date of this Agreement until the Closing Date in all material respects on a timely basis and shall otherwise manage the accounts payable of the business in accordance with the Sellers' cash management policies and practices (as in effect prior to the Petition Date) in the Ordinary Course of Business; provided that Seller's obligations pursuant to this Section 8.6 with respect to taxes are limited to taxes that are not Assumed Liabilities. Within fourteen (14) days following the date hereof, the Sellers shall deliver to Buyer an initial report containing an aging report for all payables of the Business allocated by vendor. For the period following the date of this Agreement until the Closing Date, Sellers shall make their employees and advisors (including the Chief Restructuring Officer) reasonably available (during business hours) upon reasonable advance notice from Buyer to answer any questions Buyer may have, and provide such additional information Buyer may reasonably request, with respect to any accrued payables of the Business.

**Section 8.7 SHIP Purchase Agreement.** From the date hereof until the earlier of (a) the SHIP Closing or (b) any Termination (as defined in the SHIP Purchase Agreement), Sellers shall not amend or modify the SHIP Purchase Agreement or waive any rights under the SHIP Purchase Agreement without the prior written consent of Buyer.

**Section 8.8 Transition Services Agreement; Management Services Agreement.**

(a) The Parties shall work together in good faith and use their respective reasonable best efforts to agree as to the terms of, and execute, a transition services agreement pursuant to which Sellers shall provide Buyer and Buyer shall provide Sellers, as applicable, with certain services for a transitional period following the Closing Date.

(b) To the extent permitted by applicable Law, during the Management Services Period, the applicable Sellers shall remain the manager, controller or operator of each Acquired Property, Occupancy Leased Premise and Sparrow Property solely to the limited extent required for any Permit applicable to such Acquired Property, Occupancy Leased Premise or Sparrow Property (in the case of the Sparrow Properties, solely to the extent of any Sellers' rights related to the Sparrow Properties) to remain effective (the "Management Services"). Notwithstanding the foregoing, to the fullest extent permitted by applicable Law, each of the Sellers hereby appoints Buyer and its Affiliated Designees as agent of such Seller to manage, control and operate each of (i) the Acquired Properties, (ii) Occupancy Leased Premises and (iii) the Sparrow Properties (in the case of the Sparrow Properties, solely to the extent of any Sellers' rights related to the Sparrow Properties) at which Management Services are being provided (collectively, the "Managed Properties"). Pursuant to their appointment as Sellers' agent, Buyer and its Affiliated Designees shall be entitled to manage, control and operate each of the Managed Properties as they see fit in their sole discretion and collect and retain all revenues generated by each Managed Property. In furtherance thereof, the Parties acknowledge and agree that Sellers shall have no economic interest in the Managed Properties other than the right to receive the Management Services Reimbursements. As consideration for the provision of the Management Services, Buyer shall reimburse Sellers, or cause Sellers to be reimbursed, for any reasonable and documented out-of-pocket costs, fees and expenses incurred at any time in providing the Management Services, including any income and other taxes incurred by Seller and its Subsidiaries in respect of the payment and receipt of such reimbursement (the "Management Services Reimbursements") and indemnify the Sellers from any Liability arising from the provision of the Management Services, except for any such Liability arising from gross negligence or willful misconduct of the Sellers. For the avoidance of doubt, all employees of the Managed Properties shall be employed by Buyer or its Affiliated Designee and no Seller shall have any authority to take action as an employer with respect to any such employee or to enter into any Contract on behalf of Buyer or any Affiliated Designee.

Section 8.9 Sparrow Rent. Sellers shall pay on the Closing Date all accrued and unpaid rent to each of SRC O.P. LLC, SRC Facilities LLC and SRC Real Estate (TX), LLC that are not "dark" stores. All parties' rights with respect to rent at the "dark" stores shall be reserved.

## ARTICLE IX

### ADDITIONAL AGREEMENTS

Section 9.1 Access to Information. Sellers agree that, prior to the Closing Date, Buyer shall be entitled, through its officers, employees and representatives (including legal advisors, Financing Sources, consultants, appraisers and accountants), to make such investigation of the properties (including non-invasive environmental site assessments), businesses and operations of Sellers' businesses (including any of the Properties) and such examination of the Books and Records of Sellers' businesses, the Acquired Assets and the Assumed Liabilities as is reasonable

(and reasonably requested) and to make extracts and copies of such Books and Records. Any such investigation and examination shall be conducted in a reasonable manner (and shall not unreasonably interfere with the operations of Sellers), during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to any applicable restrictions under applicable Law. Sellers shall cause the officers, employees, consultants, agents, accountants, attorneys and other representatives of Sellers to reasonably cooperate with Buyer and Buyer's representatives in connection with such investigation and examination, and Buyer and Buyer's representatives shall reasonably cooperate with Sellers and Sellers' representatives and Buyer and Buyer's representatives shall, at all times and at the discretion of Sellers, take all reasonable measures to minimize any disruption to Sellers' business. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would (x) require any Seller to disclose information subject to attorney-client privilege, provided that Sellers shall use reasonable best efforts to provide information in response to such an investigation or examination in a form or manner that would not waive such attorney-client privilege (including by redacting or otherwise not disclosing any portion thereof the disclosure of which would jeopardize such privilege) or (y) conflict with any confidentiality obligations to which the Sellers or any of their Subsidiaries are bound.

## Section 9.2 Tax-Related Undertakings and Characterization of the Transaction.

(a) Unless Buyer makes the election under Section 2.12(b) to treat all the transactions described in Article II as Designated Sale Transactions (resulting in no transfer of Sellers' Tax attributes to Buyer): (1) Buyer shall provide to Sellers detailed instructions as to steps to take (or not take) in order to secure and preserve the qualification of any of the transactions set forth in this Agreement as a Tax Reorganization (except if and to the extent Buyer determines otherwise, in accordance with Section 2.12(b), in respect of a given transaction or a particular Seller) and to achieve the Tax Result, including, without limitation, with respect to (i) repayment, cancellation or settlement of, or other actions with respect to, intercompany accounts after the approval of the Bankruptcy Plan and on or before the Closing Date, (ii) the merger of any of Sellers' Subsidiaries with another Sellers' Subsidiaries after the approval of the Bankruptcy Plan and on or before the Closing Date or conversion of any of Sellers' Subsidiaries into limited liability companies with effect after the approval of the Bankruptcy Plan and on or before the Closing Date, (iii) the filing of any Tax elections to treat any such Subsidiaries as disregarded entities for U.S. federal income tax purposes with effect after the approval of the Bankruptcy Plan and on or before the Closing Date or otherwise taking such action to establish that such Subsidiaries have liquidated for tax purposes after the approval of the Bankruptcy Plan and on or before the Closing Date, (iv) implementation of the Distribution Requirement in a manner that is consistent with section 507 of the Bankruptcy Code, (v) satisfaction of the ownership requirements set forth in section 382(l)(5)(A)(ii) of the Code, and (vi) any other instructions that in the reasonable opinion of tax counsel for Buyer are necessary or desirable to ensure the qualification of the Tax Reorganization and the achievement of the Tax Result, and Sellers shall follow such instructions; provided that (A) such instructions shall not limit Sellers' discretion or actions in respect of (x) operating the Business and its other Assets in the Ordinary Course of Business and in compliance with the other provisions of this Agreement for all periods through the Closing Date, (y) disposing of any of its Assets if and to the extent permitted under the other provisions of this Agreement (z) taking or refraining from taking any action required by this Agreement or under the law, including if such

actions would be inconsistent with its obligations under the Bankruptcy Code, (B) if requested by Sellers, Buyer's tax counsel shall deliver to Sellers a Tax Opinion that each and any such transaction (other than any Designated Sale Transactions) qualifies as a Tax Reorganization, and (C) nothing herein shall affect Buyer's liability for Taxes that are Assumed Liabilities; (2) subject to the preceding clause (1), Sellers agree to cooperate with Buyer in order that, for federal income Tax purposes, the transactions effected pursuant to this Agreement, together with the distributions made by, and liquidation of, Sellers pursuant to the Bankruptcy Plan, are treated as one or more plans of reorganization under section 368 of the Code and as qualifying as one or more reorganizations under section 368(a)(1)(G) of the Code (except if and to the extent Buyer determines otherwise, in accordance with Section 2.12(b), in respect of a given transaction or a particular Seller); and (3) any Tax Return in respect of a Tax imposed on any Seller for which Buyer is liable hereunder shall be prepared by Buyer, a copy of such Tax Return shall be provided to SHC at least thirty (30) days prior to the due date thereof, Buyer shall consider in good faith any reasonable comments provided by Sellers, Sellers shall, if necessary for filing, properly execute any such Tax Return, and Buyer shall timely and properly file any such Tax Return and pay the amount of any Taxes shown due on any such Tax Return.

(b) Sellers agree that (i) Buyer will suffer irreparable damage and harm in the event that any Seller does not comply with Section 9.2(a) or any instructions properly given by Buyer thereunder and that, although monetary damages may be available for such a breach, monetary damages would be an inadequate remedy therefor and (ii) Buyer shall be entitled to an injunction or injunctions against any non-compliance with, and to seek specific performance of, the agreements and covenants set forth in Section 9.2(a) and any instructions properly given by Buyer thereunder.

(c) Buyer (or its regarded owner for U.S. federal income Tax purposes, if applicable) shall make (if not previously made) a valid election, effective on or prior to the Closing Date, to be classified as an association taxable as a corporation for U.S. federal income Tax purposes (unless one or more Affiliated Designees shall acquire all of the Acquired Assets and assume all of the Assumed Liabilities). Buyer shall cause any Affiliated Designee (or its regarded owner for U.S. federal income Tax purposes, if applicable) to be classified as a corporation or an association taxable as a corporation for U.S. federal income Tax purposes at all times during the period beginning on the Closing Date and ending on the effective date of the Bankruptcy Plan.

(d) For purposes of this Agreement, (x) Taxes (other than Property Taxes) imposed on or with respect to any the Acquired Assets, the Acquired Properties, the Business or the Assumed Liabilities with respect to a taxable period that commences on or prior to and ends after the Closing Date or the applicable Designation Assignment Date, as applicable (a "Straddle Period"), shall be allocated to the Pre-Assignment Tax Period based on a "closing of the books" method as of the end of the Closing Date or the applicable Designation Assignment Date, as applicable, and (y) Property Taxes for a Straddle Period shall be allocated to the Pre-Assignment Tax Period by multiplying the amount of such Property Taxes for the entire Straddle Period by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Assignment Tax Period and the denominator of which is the number of days in the entire Straddle Period.

(e) Notwithstanding anything to the contrary contained herein, from and after the Closing the Buyer will indemnify and hold each Seller (and its Affiliates) harmless from and

against, and pay to such Seller (without duplication) the amount of any Taxes that are Assumed Liabilities.

### Section 9.3 Miscellaneous Tax Matters.

(a) Any sales, use, property transfer or gains, documentary, stamp, registration, recording or similar Tax (including, for certainty, goods and services tax, harmonized sales tax and land transfer tax) imposed on or payable in connection with the sale, transfer, assignment, conveyance or delivery of the Designation Rights, the Acquired Assets or the Assumed Liabilities (or any Excluded Asset pursuant to Section 2.8(d)) (“Transfer Taxes”) shall be borne solely by Buyer. Sellers and Buyer shall use reasonable efforts and cooperate in good faith in all matters relating to such Transfer Taxes (including with respect to the application of any exemption therefrom or reduction thereof). Buyer shall prepare and, except to the extent required by applicable Law to be filed by Sellers, Buyer shall file all necessary Tax Returns or other documents with respect to all such Transfer Taxes; provided, however, that in the event any such Tax Return requires execution by the other Party, the preparing Party shall prepare and deliver to the other Party a copy of such Tax Return at least three (3) Business Days before the due date thereof, and such other Party shall promptly execute such Tax Return and return it for filing. If Seller is required to file any such Tax Return, no later than three (3) Business Days before the due date of such Tax Return Buyer shall pay to Sellers the amount of Transfer Taxes shown on such Tax Return. Subject to the other provisions of this Agreement, the Parties shall reasonably cooperate with each other in any reasonable and lawful arrangement designed to minimize any applicable Transfer Taxes.

(b) Buyer and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets, the Properties, the Business or the Assumed Liabilities as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, and the preparation, prosecution or defense of or for any Tax Proceeding. Unless Buyer makes the election under Section 2.12(b) to treat all the transactions described in Article II as Designated Sale Transactions (resulting in no transfer of Sellers Tax attributes to Buyer), to the extent not addressed by the foregoing, Buyer and Sellers shall also furnish or cause to be furnished to each other all documentation and information of Sellers’ or any of their Affiliates as reasonably requested in connection with (i) the treatment of the Transactions as one or more reorganizations under section 368 of the Code and/or in connection with qualifying for the application of section 382(l)(5) of the Code and (ii) the Tax basis, losses and credits (including carryovers), income, gains, deductions and other attributes or Tax items of Buyer or an Assignee that are dependent in whole or in part by the treatment of any such Tax item in any Pre-Assignment Tax Period. Any out-of-pocket expenses incurred in furnishing such information or assistance pursuant to this Section 9.3(b) shall be borne by the Party requesting it. Furthermore, except for any refund, asset or amount described in Section 2.2(h), Sellers shall pay (or cause to be paid) to Buyer any Tax refund actually received by Sellers or any Affiliate of Sellers that is an Acquired Asset, and any such refunds credited against future Taxes of the Sellers or their Subsidiaries (including any interest paid thereon and net of any reasonable out-of-pocket costs and any Taxes incurred in respect of the receipt thereof). Upon Buyer’s reasonable request and at Buyer’s sole cost and expense, Sellers shall (A) file (or cause to be filed) all Tax Returns (including amended Tax Returns) or other documents required to obtain such refunds and (B) take any such other action as may be reasonable and practicable to

preserve Sellers' ability to file a refund claim for any Tax year. Any payments required to be made under this Section 9.3(b) shall be made in immediately available funds, to an account or accounts as directed by Buyer, within ten (10) days after the actual receipt of the refund or the application of any such refunds as a credit against a future tax of Sellers or any Affiliate of Sellers.

(c) Buyer shall pay (or cause to be paid) to Sellers any Tax refund, asset or amount described in Section 2.2(h) that is actually received by any Subsidiary of any Seller that is an Acquired Asset, Buyer or any Affiliate of Buyer, and any such refunds or amount credited against future Taxes to which any Subsidiary of any Seller that is an Acquired Asset, Buyer or any Affiliate of Buyer become entitled (including any interest paid thereon and net of any reasonable out-of-pocket costs and any Taxes incurred in respect of the receipt thereof). Upon Sellers' reasonable request and at Sellers' sole cost and expense, Buyer shall (A) file (or cause to be filed) all Tax Returns (including amended Tax Returns) or other documents required to obtain such refunds and (B) take any such other action as may be reasonable and practicable to preserve Buyer's ability to file a refund claim for any Tax year. Any payments required to be made under this Section 9.3(c) shall be made in immediately available funds, to an account or accounts as directed by Sellers, within ten (10) days after the actual receipt of the refund or the application of any such refunds as a credit against a future tax of any Subsidiary of any Seller that is an Acquired Asset, Buyer or any Affiliate of Buyer.

(d) As soon as practicable (and in any event within ninety (90) days) after the Closing Date, Buyer shall deliver to Sellers a schedule allocating the Purchase Price (including any Assumed Liabilities treated as consideration for the Acquired Assets for Tax purposes) (the "Allocation Schedule"). The Allocation Schedule shall allocate the Purchase Price among the Sellers and among the Acquired Assets acquired from each Seller, and shall be prepared in accordance with Section 1060 of the Code if Buyer makes the election under Section 2.12(b) to treat all the transactions described in Article II as Designated Sale Transactions (resulting in no transfer of Sellers' Tax attributes to Buyer), and in any case shall be prepared in accordance with applicable law to the extent necessary to comply with reporting in respect of applicable Transfer Taxes. The Allocation Schedule shall be deemed final unless Sellers notify Buyer in writing that Sellers object to one or more items reflected in the Allocation Schedule within forty-five (45) days after delivery of the Allocation Schedule. In the event of any such objection, Buyer and Sellers shall negotiate in good faith to resolve such dispute; provided, however, that if Buyer and Sellers are unable to resolve any dispute with respect to the Allocation Schedule within sixty (60) days after the delivery of the Allocation Schedule, such dispute shall be resolved by the CPA Firm. The fees and expenses of the CPA Firm in connection therewith shall be borne equally by Buyer and Sellers. Each of Buyer and Sellers agrees to file its respective federal, state and local Tax returns in accordance with the Allocation Schedule, and any adjustments to the Purchase Price pursuant to this Section 9.3 shall be allocated in a manner consistent with the Allocation Schedule. For the avoidance of doubt, the Parties shall cooperate in determining the portion of the Purchase Price allocable to the Acquired Assets that are subject to a Transfer Tax prior to the due date of the Tax Return required to be filed in connection with such Transfer Taxes; provided, that if the parties do not agree with respect to such determination, such matter shall be resolved in accordance with the determination of the CPA Firm; provided further, that such Tax Return will be adjusted, as applicable, consistent with the procedures described above, to reflect any adjustments to the allocated Purchase Price.

Section 9.4 Payments Received. Sellers, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash) or other property that they may receive on or after the Closing which properly belongs to the other in accordance with the terms of this Agreement and will account to the other for all such receipts.

Section 9.5 Post-Closing Books and Records and Personnel. For twelve (12) months after the end of the Designation Rights Period, (a) neither Buyer nor any Seller shall dispose of or destroy any of the business records and files of the Properties or relating to any Acquired Assets and (b) Buyer and Sellers (including, for clarity, any trust established under a chapter 11 plan of Sellers or any other successors of Sellers) shall allow each other, any applicable Assignee and the Representatives of any of the foregoing reasonable access during normal business hours, and upon reasonable advance notice and to the extent permitted by applicable Law, to all employees, files, the Books and Records and other materials included in the Potential Acquired Assets for purposes relating to the Bankruptcy Case, the wind-down of the operations of Sellers, the functions of any such trusts or successors, or other reasonable business purposes, including Tax matters, litigation, or potential litigation, each as it relates to the Potential Acquired Assets or the Assumed Liabilities, and Buyer and Sellers (including any such trust or successors) and such Representatives shall have the right to make copies of any such files, books, records and other materials. In addition, from and after the Closing Date or the applicable Designation Assignment Date for a period of sixty (60) days, Sellers will permit Buyer, any applicable Assignee and their respective Representatives access to such personnel of Sellers during normal business hours as Buyer or any applicable Assignee may reasonably request to assist with the transfer of the applicable Acquired Assets (including any related Assigned Plans and Permits), provided that nothing in this Section 9.5 shall prohibit Sellers from ceasing operations or winding up their affairs following the end of the Designation Rights Period. Following the end of the Designation Rights Period, nothing in the foregoing shall be construed to prevent Sellers from winding down their operations and dissolving their business entities as is determined by Sellers (in their sole discretion) to be in their best interests.

Section 9.6 Confidentiality.

(a) The terms of the Confidentiality Agreement shall continue in full force and effect until the Closing, at which time Buyer's and Seller's obligations under the Confidentiality Agreement shall terminate.

(b) The Parties shall (i) treat and hold as confidential all Confidential Information of the other Parties and their Affiliates (which, as such term is used in this Section 9.6(b) shall mean the information provided to the receiving Party by or on behalf of a disclosing Party in connection with this Agreement and the other Transaction Documents and the Transactions) and (ii) not disclose any such Confidential Information a disclosing Party to any other Person without the prior written consent of such disclosing Party, in each case for so long as such information remains Confidential Information. In the event any receiving Party is requested or required (by oral or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process or by applicable Law) to disclose any Confidential Information of a disclosing Party provided in accordance with this Section 9.6(b), then such

receiving Party shall, to the extent legally permitted, notify the disclosing Party promptly of the request or requirement so the disclosing Party, at its expense, may seek an appropriate protective Order or waive compliance with this Section 9.6(b). If, in the absence of a protective Order or receipt of a waiver hereunder, the receiving Party is, on the advice of counsel, compelled to disclose such Confidential Information, the applicable receiving Party may so disclose such Confidential Information; provided that the applicable receiving Party shall use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding the foregoing, the provisions of this Section 9.6(b) shall not prohibit the disclosure of Confidential Information by the receiving Party to the extent reasonably required (i) to comply with applicable Law or any regulatory authority or self-regulatory organization having jurisdiction or of which a Party is a member, (ii) in connection with asserting any rights or remedies or performing any obligations under this Agreement or any of the Transaction Documents or (iii) to such Party's Affiliates and Representatives. Notwithstanding the foregoing, the provisions of this Section 9.6(b) shall not apply to information that (A) is or becomes publicly available other than as a result of a disclosure by any receiving Party in violation of this Agreement, (B) is or becomes available to a receiving Party on a non-confidential basis from a source that, to the receiving Party's knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation, or (C) is or has been independently developed by a receiving Party. For the avoidance of doubt, following the Closing, all Confidential Information relating to the Business, the Acquired Assets or the Assumed Liabilities shall be deemed to be Confidential Information of Buyer.

#### Section 9.7 Employment Offers.

(a) Buyer shall make an offer of employment to any Business Employee represented by a labor union and whose terms and conditions of employment are covered by a collective bargaining agreement ("Represented Employees") using reasonable best efforts to comply with the requirements of any such collective bargaining agreement. For any Business Employee not represented by a labor union ("Non-Represented Employees"), Buyer shall, or shall cause any of its Subsidiaries to, (i) no later than five (5) days prior to the Closing Date, use reasonable best efforts to provide a written offer of employment in a comparable position to, effective as of 11:59 p.m., local time, on the Closing Date each of such Business Employees, or (ii) to the extent required by and in accordance with applicable Law, enter into employment agreements with each of such Business Employees. Those Business Employees, including both Represented Employees and Non-Represented Employees, who accept such offer of employment on or before the Closing Date in accordance with the provisions of such offer and continue employment with Buyer or any of its Subsidiaries, shall be referred to as "Transferred Employees."

(b) Subject to the last sentence of this Section 9.7(b) and except as otherwise expressly provided in this Section 9.7(b), with respect to each Transferred Employee who remains employed by Buyer or any of its Subsidiaries, Buyer shall, or shall cause any of its Subsidiaries to, provide for the period commencing on the Closing Date and ending on the last day of the Sellers' fiscal year ending in 2020, subject to such Transferred Employee's continued employment with Buyer or any of its Subsidiaries (as applicable) (i) (A) base salary or hourly wage rate and (B) a target short-term cash incentive opportunity, in each of (A) and (B), that is at least equal to the base salary or wages and target short-term cash incentive opportunity, respectively, provided to such

Transferred Employee immediately prior to the Closing Date and (ii) a group health and welfare plan and, subject to and in accordance with Section 9.7(k), a 401(k) plan, qualified under Sections 401(a) and 401(k) of the Code (“401(k) Plan”), that are substantially comparable in the aggregate to the group health and welfare plan and 401(k) Plan under which such Transferred Employee participates as of the date hereof. For the avoidance of doubt, (x) the terms of this Section 9.7(b) shall apply notwithstanding anything to the contrary in any non-solicitation or similar agreement currently entered into by Buyer or any of its Affiliates and Sellers and (y) from and after the date hereof, no such non-solicitation or similar agreement by Buyer and any Seller or any affiliate thereof entered into prior to the date hereof shall prevent Buyer from hiring (or seeking to hire) any employee of Sellers. The Parties agree to cooperate in good faith to coordinate the establishment of benefit plans and arrangements so as to satisfy the obligations set forth in this Section 9.7(b)(ii).

(c) Except as otherwise provided under the terms of the applicable Employee Plan, each Transferred Employee shall be given credit for all service with Sellers under all employee benefit plans, programs and policies and fringe benefits of the Business or Buyer or any of its Subsidiaries in which they become participants (i) for purposes of eligibility, participation, and vesting (but not benefit accruals), and (ii) with respect to any vacation and severance plans, programs or arrangements of Buyer or its Subsidiaries, for purposes of determining the level of benefits except to the extent such crediting would result in duplication of benefits with respect to the same period of service.

(d) If a Transferred Employee becomes eligible to participate in a medical, dental or health plan of Buyer (or its Subsidiaries), Buyer shall, or shall cause its Subsidiaries to, to the extent permitted by (x) applicable Law and (y) the terms of the applicable medical, dental or health plan of Buyer or any of its Subsidiaries in which the Transferred Employee participates following the Closing, cause the plan provider of such plan to (i) waive any preexisting condition limitations to the extent such pre-existing condition limitations would not have been applicable under the applicable medical, dental or health plans of Sellers as of immediately prior to the Closing Date and (ii) credit any complete or partial satisfaction of any deductible and out-of-pocket expenses incurred by the Transferred Employee and his or her dependents under the applicable Seller’s or its Subsidiaries’ medical, dental or health plans during the portion of the calendar year in which the Closing Date occurs. Buyer agrees to use commercially reasonable efforts to cause a medical, dental and health plan provider to provide such waivers and credits contemplated by the first (1<sup>st</sup>) sentence of this Section 9.7(d). If a Transferred Employee becomes eligible to participate in a group term life insurance plan maintained by Buyer or its Subsidiaries, Buyer shall use commercially reasonable efforts to cause such plan to waive any medical certification for such Transferred Employee up to the amount of coverage the Transferred Employee had under the life insurance plan of Sellers (but subject to any limits on the maximum amount of coverage under Buyer’s life insurance plan).

(e) Except as required by Law or an applicable bargaining agreement or as otherwise agreed in writing by the Parties, Buyer or any of its Subsidiaries shall provide severance and other separation benefits to each Transferred Employee terminated by Buyer or any of its Subsidiaries within the period commencing on the Closing Date and ending on the last day of the Sellers’ fiscal year ending in 2020 that are at least equal to the severance and other separation benefits provided

by Seller and its Subsidiaries to such Transferred Employee as in effect immediately prior to the Petition Date, it being understood that such severance and other separation benefits do not include any long-term incentive, equity incentive, defined benefit pension or retiree welfare or life insurance benefits.

(f) Except as prohibited by applicable Law, each offer letter shall provide that by accepting employment with Buyer the Business Employee is acknowledging that Buyer is assuming, and Buyer shall assume all vacation days and other paid time off accrued but not yet taken by each Transferred Employee through the Closing Date, in accordance with their terms as of the date hereof. To the extent that applicable Law prohibits a Transferred Employee's vacation from being assumed by Buyer and requires that a Transferred Employee to be paid for any vacation days and other paid time off accrued but not yet taken by such Transferred Employee as of the Closing Date without regard to any acknowledgement by such Transferred Employee to the contrary, Sellers shall pay each Transferred Employee for such vacation days.

(g) Sellers agree to pay to the Transferred Employees any bonus (including any related payroll Taxes) that such Transferred Employees would have been paid had they remained employees of Sellers through the date the bonus in respect of the fiscal year ending February 2, 2019.

(h) Buyer and Seller agree to cooperate in good faith to ensure that Transferred Employees do not experience a break in health coverage from and after the Closing Date. Buyer shall take commercially reasonable efforts to provide or make available the health coverage required by Section 4980B of the Code available with respect to any individual who is an "M&A Qualified Beneficiary" (as defined in Treasury Regulation Section 54.49806-9 (Q&A 4) of the Code) as the result of the consummation of the Transactions.

(i) From and after the Closing Date, subject in all respects to the limitations set forth in Section 2.3(k), Buyer shall, within thirty (30) days following written demand by the Seller, with such supporting documentation as the Buyer shall reasonably request, reimburse the Sellers for the payment of any cash severance or other cash separation pay, and Seller's portion of any related employment and payroll Taxes, made by any Seller to any employee of any Seller whose employment with any of the Sellers terminated following the Petition Date or terminates on, or following the Closing Date (it being understood that this does not include any Transferred Employees who shall have become the employees of Buyer and its Subsidiaries and shall be covered by Buyer's obligations as set forth in Section 9.7(b)), to the extent of the cash severance or other cash separation pay that has been paid on or following the Petition Date and prior to the Closing Date or would have been due and payable had such employee's employment been terminated by any of the Sellers immediately prior to the date hereof (the reimbursement Liabilities of Buyer set forth in this Section 9.7(i), including with respect to any related employment and payroll Taxes, the "Severance Reimbursement Obligations").

(j) Sellers shall retain liability for all medical, dental and health claims incurred by Transferred Employees (and their dependents) under the employee welfare benefit plans of Sellers prior to the Closing. Buyer shall be liable for all medical, dental and health claims incurred by Transferred Employees (and their dependents) under the employee welfare benefit plans of Buyer or any of its Subsidiaries on or after the Closing. For purposes of this Section 9.7(j), a claim shall

be deemed to have been incurred on the date on which the medical or other treatment or service was rendered and not the date of the inception of the related illness or injury or the date of submission of a claim related thereto; provided, that claims relating to a hospital confinement that begins on or before the Closing but continues thereafter shall be treated as incurred before the Closing. Notwithstanding anything herein to the contrary, with respect to any Business Employee who becomes a Transferred Employee following the Closing, any reference in this Section 9.7(j) to the Closing will be deemed to be references to the date such Business Employee becomes a Transferred Employee.

(k) U.S. Savings Plan.

(i) As soon as practicable following the Closing Date, Buyer shall, or shall cause its Subsidiaries to, establish a new savings plan or designate an existing savings plan qualified under Section 401(a) of the Code and including a cash or deferred feature under Section 401(k) of the Code and a related trust thereunder which shall be exempt under Section 501(a) of the Code (“Buyer’s Savings Plan”) that will permit participation by all Transferred Employees who are participating in Seller’s or its Subsidiaries’ 401(k) Plan (“Seller’s Savings Plan”) as of the Closing Date.

(ii) No assets or liabilities of Seller’s Savings Plan shall be transferred to Buyer’s Savings Plan, other than in connection with a rollover of a Transferred Employee’s account balance under Seller’s Savings Plan. Except as could reasonably be expected to cause the Buyer’s Savings Plan to cease to qualify under Section 401(a) and 401(k) of the Code or cause the trust to cease to be qualified under Section 501(a) of the code or otherwise result in the Buyer or its Affiliates incurring any penalties thereunder, Buyer shall permit the Transferred Employees to roll over into Buyer’s Savings Plan any rollover distribution (in cash or loan notes of any “eligible rollover distribution” (within the meaning of Section 402(c)(4) of the Code)). Effective as of the Closing, Seller shall and shall cause its Subsidiaries to take any action necessary to ensure that the accounts of each Transferred Employee in Seller’s Savings Plan shall be fully vested and nonforfeitable.

(l) The Parties acknowledge and agree that all provisions contained in this Section 9.7 are included for the sole benefit of the respective Parties and shall not create any right (i) in any other person, including any Business Employees, Transferred Employees, current or former employees of Seller, any participant in any Employee Plan or any compensation or benefit plan, program, agreement or arrangement of Buyer or its Subsidiaries or any beneficiary thereof or (ii) in any other person, to continued employment with Buyer or its Subsidiaries or particular compensation or benefits coverage in any compensation or benefit plan, program, agreement or arrangement of Buyer or its Subsidiaries. The provisions of this Section 9.7 shall not constitute an amendment to any Employee Plan or any plan, program, agreement or arrangement maintained by Buyer or any of its Subsidiaries.

(m) Sellers and Buyer hereby agree to follow the “alternate procedure” for employment tax reporting as provided in Section 5 of Rev. Proc. 2004-53, 2004-34 I.R.B. 320 for each Transferred Employee and to cooperate with each other in furtherance thereof. Provided that Sellers provide Buyer with all necessary payroll records for the calendar year which includes the date on which the Transferred Employee commences employment with Buyer, Buyer, and not

Sellers, shall furnish a Form W-2 to each Transferred Employee, disclosing all wages and other compensation paid for such calendar year, and taxes withheld therefrom.

Section 9.8 Owned Real Property.

(a) Seller shall pay when due any and all Occupancy Expenses with respect to each Owned Real Property solely to the extent arising during the period commencing on the Petition Date through the Closing Date.

(b) From the date hereof through the Closing Date, Seller shall use commercially reasonable efforts to maintain and preserve each Owned Real Property and all related Acquired Assets in a condition substantially similar to the their present condition. Prior to Closing, Seller shall not without Buyer's consent, and shall not solicit any other Person to, (A) sell, transfer, assign, convey, lease, license, mortgage, pledge or otherwise encumber any Owned Real Property or related Acquired Asset (other than sales of Inventory in accordance with the terms of this Agreement, Permitted Encumbrances and any applicable statutory liens (solely to the extent that such Owned Real Property or related Acquired Asset will be transferred free and clear of such statutory liens pursuant to the applicable transfer document)), (B) grant or terminate any other interests in any Owned Real Property or related Acquired Asset, (C) cancel or compromise any claim or waive or release any right, in each case that is related to any Owned Real Property or any related Acquired Assets (for the avoidance of doubt, other than any Excluded Assets), (D) take any action with respect to Taxes or Tax matters that could reasonably be expected to result in an Encumbrance on any Owned Real Property or related Acquired Assets (other than Permitted Encumbrances) or (E) enter into any agreement or commitment to take any action prohibited by this Section 9.8(b).

(c) From and after the date hereof through Closing, Sellers shall bear the risk of loss or damage to the Owned Real Property and Seller shall continue all insurance policies with respect to the Owned Real Property or policies providing substantially similar coverages to the extent available at commercially reasonable rates (and in all instances without any reductions in the amounts of available coverage), including comprehensive public liability, casualty and umbrella liability insurance, and shall cause Buyer to be named as a loss payee or additional insured, as applicable, with respect to all such policies. Seller shall pay to Buyer on the Closing Date all insurance recoveries and all warranty and condemnation proceeds received or receivable after the date hereof with respect to the Owned Real Property. In connection with any payment of recoveries or proceeds under this Section 9.8(c), (i) such payment of recoveries or proceeds shall not include any recoveries or proceeds to the extent attributable to lost rents or similar costs applicable to any period prior to the Closing or paid in connection with repair, restoration or replacement during such period, and (ii) to the extent that Buyer has received written notice thereof in reasonable detail not less than fifteen (15) days prior to the Closing, such payment of recoveries or proceeds shall be reduced by the amount of (x) all actual and documented, reasonable out of pocket repair costs incurred by Sellers in connection with the repair or restoration of such damage or destruction, (y) all actual and documented, reasonable out of pocket collection costs of Sellers respecting any awards or other proceeds, and (z) any amounts required to be paid (and solely to the extent actually paid) by Sellers or the insurance company to the applicable landlord under the Lease, if applicable, or to such landlord's lender as required pursuant to any of such lender's financing, as applicable.

Section 9.9 Title Matters. Buyer, at its own discretion and sole expense, may order preliminary title reports from a nationally recognized title company (the “Title Company”) with respect to any of the Leased Premises or Owned Real Property (the property covered by such reports being referred to herein as the “Titled Property”). Seller shall at no cost, expense or Liability to Seller, cooperate in good faith with Buyer and the Title Company in connection with the compilation of title to the Titled Property and in connection with any efforts by Buyer to obtain title insurance policies pursuant thereto on behalf of itself and/or its lender, including, in the case of any efforts by Buyer to obtain lender’s title insurance policies on behalf of its lender, by providing reasonable affidavits and other similar instruments as are reasonably required by the Title Company for the deletion of any standard or printed exceptions in such lender’s title insurance policies that are customarily deleted by virtue of a seller delivering such instruments in commercial real estate transactions in the state or province in which the Titled Property which is the subject of such lender’s title insurance policy is located. Subject to the foregoing proviso, such cooperation by Seller and its Subsidiaries shall include providing Buyer and the Title Company copies of, with respect to Titled Property, reasonably requested existing surveys, maps, existing title reports and title insurance policies and true and complete copies of the encumbrance documents identified therein, to the extent the same are in the possession of Seller or its Subsidiaries and are not publicly available.

Section 9.10 Use of Name. Sellers agree that they shall (i) as soon as practicable after the Closing Date and in any event within six (6) months following the Closing Date, cease to make use of the Trademarks included in the Acquired Intellectual Property and change the Business Names of all of their applicable Affiliates to a Business Name that does not consist of, contain or incorporate any Trademarks included in the Acquired Intellectual Property, provided that as soon as practicable after the Closing Date and in any event within thirty (30) days following the Closing Date, Sellers shall cease to make use of the Trademarks included in the Acquired Intellectual Property in connection with the Business and (ii) as promptly as practicable after the Closing Date, file a motion with the Bankruptcy Court to amend the caption of the Bankruptcy Cases to reflect a change in the name of the Sellers in accordance with the foregoing clause (i) and (ii) immediately after the Closing, cease to hold themselves out as having any affiliation with the Acquired Assets. Sellers shall promptly deliver to Buyer any relevant documentation evidencing such name change, including any name change amendment and name change notice filed with or submitted to any Governmental Authority in each jurisdiction in which such Seller or Affiliates of Seller is qualified to do business. Nothing in this Section 9.10 shall prohibit Sellers’ use of such Trademarks to the extent that such use (a) is required by Law to wind down Sellers’ estate or (b) constitutes nominative or descriptive fair use under United States Laws, which refers to Sellers and would not cause confusion as to the origin of a good or service, including in accurately stating the historical relationship between Sellers and Buyer for information purposes (and in a non-Trademark manner) in historical, tax and similar records.

Section 9.11 Apportionments. All charges and fees payable for telephone services, water, sewer rents heat, steam, electric power, gas and other utilities, at the price charged by the suppliers, including any taxes thereon and based upon applicable meter readings, where available, made on or immediately prior to or immediately after the Closing Date (and credits therefor to the extent paid prior to the Closing Date) that relate to Owned Real Property shall be apportioned

between Sellers, on the one hand, and Buyer, on the other hand, as of midnight on the Closing Date for the period that begins prior to the Closing Date and ends after the Closing Date.

Section 9.12 Intercompany IP Agreement; Sublicenses. As of the Closing Date, all Intercompany IP Agreements and all sublicenses to any Person thereunder, in each case that are not assigned to Buyer or assumed and assigned in accordance with this Agreement, shall be, and are hereby, automatically terminated. Sellers shall take all necessary actions to cause such licenses, grants or sublicenses that are not terminated by virtue of the foregoing sentence to be terminated at the Closing Date. The foregoing provision shall not affect any sublicenses under which neither any Seller nor any Affiliate of any Seller is the sublicensee, unless such sublicense is terminable without cause by a Seller pursuant to its terms.

#### Section 9.13 Settlement and Release.

(a) Effective upon the Closing, in exchange for the payment by Buyer of the Credit Bid Release Consideration and other good and valuable consideration provided to the Debtors and their estates by ESL in connection with the Transactions, each Debtor, for itself and its estate, and on behalf of each of its Subsidiaries and controlled Affiliates (each of the foregoing, a “Seller Releasing Party”), hereby absolutely, unconditionally and irrevocably (i) releases and forever discharges ESL from any and all Released Estate Claims, whether foreseen or unforeseen, contingent or actual, and whether now known or hereafter discovered, which any of the Seller Releasing Parties ever had or now may have, and (ii) covenants that it shall not seek to disallow, subordinate, recharacterize, avoid, challenge, dispute or collaterally attack the ESL Claims, provided however that the assertion of any Claim other than a Released Estate Claim shall not be deemed to violate this Section 9.13(a)(ii).

(b) Effective upon the Closing, ESL’s Claims against the Debtors arising under (i) the IP/Ground Lease Term Loan Facility; (ii) the FILO Facility; (iii) the Real Estate Loan 2020; (iv) the Second Lien Term Loan; (v) the Second Lien Line of Credit Facility; (vi) the Second Lien PIK Notes and (vii) the Citi L/C Facility (together with the any security interests securing any of the Claims described in the preceding sub-clauses (c)(i)-(vi), collectively, the “ESL Claims”) shall each be deemed allowed for all purposes in the Bankruptcy Cases and under the Bankruptcy Code in the amounts set forth on Exhibit G, as reduced by the credit bid set forth in Section 3.1(b).

(c) After giving effect to the credit bid set forth in Section 3.1(b), ESL shall be entitled to assert any deficiency Claims, Claims arising under Section 507(b) of the Bankruptcy Code, or other Claims and causes of action that it may have against the Debtors and their estates in the Chapter 11 Cases, provided that (i) no Claims or causes of action of ESL shall have recourse to, or any other right of recovery from, any Claims or causes of action of the Debtors or their estates related to Lands’ End, Inc., the “spin-off” (as such term is defined in the Information Statement of Lands’ End, Inc. dated March 18, 2014), Seritage Growth Properties, Inc., Seritage Growth Properties, L.P, the “Transaction” (as that term is defined in the registration statement on Form S-11 filed by Seritage Growth Properties, which registration statement became effective on June 9, 2015), any Claim or cause of action involving any intentional misconduct by ESL, or the proceeds of any of the foregoing, (ii) any ESL Claims arising under Section 507(b) of the Bankruptcy Code shall be entitled to distributions of not more than \$50 million from the proceeds of any Claims or causes of action of the Debtors or their estates other than the Claims and causes of action described

in the preceding clause (c)(i); provided that, in the event that, in the absence of this clause (c)(ii), any such proceeds to the Debtors or their estates would have resulted in distributions in respect of such ESL Claims in excess of \$50 million, the right to receive such distributions in excess of \$50 million shall be treated as an unsecured claim and receive pro rata recoveries with general unsecured claims other than the Claims and causes of action described in the preceding clause (c)(i), and (iii) notwithstanding any order of the Bankruptcy Court to the contrary or section 1129 of the Bankruptcy Code, it shall not be a condition to confirmation of any chapter 11 plan filed in the Bankruptcy Cases that any ESL Claims arising under Section 507(b) of the Bankruptcy Code be paid in full or in part.

(d) This Section 9.13, and all statements or negotiations relating hereto, shall be governed by Federal Rule of Evidence 408 and any corresponding state rules of evidence. Without limiting the foregoing, neither this Section 9.13 nor any statements or negotiations relating hereto shall be offered or received in evidence in any proceeding for any purpose other than to enforce the terms of this Section 9.13.

(e) For the purposes of this Section 9.13, the terms set out below shall be defined as follows:

(i) “Debtors” means each of the debtors and debtors in possession in the Bankruptcy Cases, including the Sellers.

(ii) “Released Estate Claims” means any and all Claims and causes of action of the Debtors and their estates against ESL arising under (i) sections 363(k), 502(a) or 510(c) of the Bankruptcy Code, (ii) equitable principles of subordination or recharacterization, or (iii) any other applicable Law that could be asserted to challenge the allowance of the ESL Claims pursuant to section 9.13(c). For the avoidance of doubt the Released Estate Claims do not include any other Claims or causes of action of the Debtors or their estates against ESL or any other Person, including but not limited to any Claims or causes of action (i) for constructive or actual fraudulent transfer under 11 U.S.C. 544(b) or 550(a) or any applicable state or federal law, for breach of fiduciary duty (including any Claims for breach of fiduciary duty in connection with the incurrence of any debt described on Exhibit G), or for illegal dividend under 8 Del. C. 170-174 or any other state law; (ii) that are related to Lands’ End, Inc., the “spin-off” (as such term is defined in the Information Statement of Lands’ End, Inc. dated March 18, 2014), Seritage Growth Properties, Inc., Seritage Growth Properties, L.P., or the “Transaction” (as that term is defined in the registration statement on Form S-11 filed by Seritage Growth Properties, which registration statement became effective on June 9, 2015), or (iii) that have been asserted by or on behalf of any party in interest in the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 cases captioned In the Matter of a Plan of Compromise or Arrangement of Sears Canada Inc., 9370-2751 Quebec Inc., 191020 Canada Inc., The Cut Inc., Sears Contact Services Inc., Initium Logistics Services Inc., Initium Commerce Labs Inc., Initium Trading and Sourcing Corp., Sears Floor Covering Centers Inc., 173470 Canada Inc., 2497089 Ontario Inc., 6988741 Canada Inc., 10011711 Canada Inc., 1592580 Ontario Limited, 955041 Alberta Ltd., 4201531 Canada Inc., 168886 Canada Inc., and 3339611 Canada Inc., Ontario Superior Court of Justice Court File No.: CV-17-11846-00CL.

#### Section 9.14 KCD IP Covenants.

(a) Commencing as of the date hereof (and, for the avoidance of doubt, continuing after the Closing Date), Sellers shall not, and shall cause all of their Affiliates (including KCD IP, LLC) not to, (i) sell, transfer, assign, encumber, allow to lapse, abandon, cancel, fail to renew, fail to continue to prosecute, protect or defend, or otherwise dispose of or convey, any KCD IP, (ii) license, sublicense or grant any Person (other than Buyer and its Affiliates) any rights to, as applicable, any KCD IP or (iii) amend, renew or terminate (or fail to exercise termination rights or option rights with respect to) any Contract pursuant to which any Seller or any of its Affiliates has granted, prior to the date hereof, any license, sublicense, covenant not to sue or other rights under any KCD IP, in each case of the foregoing without the prior written consent of Buyer in its sole discretion. Sellers shall not, and shall cause all of their Affiliates not to, sell, assign, or in any way transfer any equity interests in KCD IP, LLC without requiring as a condition of such sale, assignment or transfer that the purchaser of such equity interests agree to the limitations set forth in this Section 9.14, and any sale, assignment or transfer in violation of this Section 9.14 shall be null and void *ab initio*.

(b) As soon as reasonably practicable after the date hereof and in any event prior to the Closing Date, Sellers shall use reasonable best efforts to cause KCD IP, LLC to grant, effective as of the Closing, a perpetual, irrevocable (provided that, if Buyer commits a material breach of its obligations under the Exclusive License and KCD IP, LLC gives notice to Buyer specifying the basis for termination and Buyer fails to cure, resolve or remediate the basis for the breach within ninety (90) days after such notice is provided, KCD IP, LLC may convert the exclusive license granted under the Exclusive License to a non-exclusive license; and provided, further, that if Buyer fails to cure, resolve or remediate the basis for such material breach within one hundred twenty (120) days after such notice is provided, KCD IP, LLC may, upon notice to Buyer, suspend the license with respect to the uses that cause the material breach until such cure, resolution or remediation has been effected), worldwide, sublicensable (in connection with uses and sublicensees of the same type and scope as those for which sublicenses were granted by Sellers under the KCD IP prior to the date hereof and, subject to the consent of KCD IP, LLC, such consent not to be unreasonably withheld, conditioned or delayed, in connection with other uses and sublicensees), transferable (A) in whole to an Affiliate of Buyer or (B) in connection with a sale of assets, properties, rights or businesses associated with the Kenmore Marks included in the KCD IP or with the DieHard Marks included in the KCD IP, provided that all of the rights and obligations under the applicable license grant are assigned, and provided further that such third party assumes in writing all of the applicable rights and responsibilities of Buyer under the Exclusive License) exclusive license (but subject to (i) any licenses under the KCD IP in effect as of the Closing Date and (ii) if the SHIP Closing shall have occurred prior to the Closing Date, the license to Service.com in the form of Exhibit E of the SHIP Purchase Agreement contemplated to be entered into in connection with the SHIP Purchase Agreement) to Buyer under all of the KCD IP used or held for use by Sellers as of the date hereof (including, for the avoidance of doubt, the Kenmore Marks and the DieHard Marks, in each case owned by KCD IP, LLC) for all purposes in connection with the Buyer's businesses (including the Business) and the natural evolutions thereof. The Exclusive License shall include the same quality control provisions as set forth in the Kenmore License Agreement, dated as of March 18, 2006, by and between KCD IP, LLC and KMART Corporation, as amended by that certain First Amendment to Kenmore License

Agreement dated as of November 29, 2009 and that certain Second Amendment to Kenmore License Agreement dated as of March 7, 2012 and shall provide that KCD IP, LLC, as licensor, will continue to maintain its rights to enforce, maintain and defend the Intellectual Property licensed under the Exclusive License in the first instance; provided that Buyer shall have the right to independently enforce, maintain and defend the applicable KCD IP if the business or businesses of Buyer or its Affiliates would otherwise be materially adversely affected. The Exclusive License shall otherwise be in the form proposed by Buyer and any additional terms (other than the terms set forth above) must be reasonably acceptable to Sellers (Sellers' review and approval not to be unreasonably withheld, delayed or conditioned, provided that it shall not be unreasonable for Sellers to not accept any such additional terms that they reasonably consider render the license a sale, transfer or other disposition of all or substantially all of the assets of KCD IP, LLC). The Exclusive License shall be subject to royalties equal to those in effect as of the date hereof under (x) with respect to the Kenmore Marks, the Kenmore License Agreement, dated as of March 18, 2006, by and between KCD IP, LLC and KMART Corporation, as amended by that certain First Amendment to Kenmore License Agreement dated as of November 29, 2009 and that certain Second Amendment to Kenmore License Agreement dated as of March 7, 2012 and (y) with respect to the DieHard Marks, the DieHard License Agreement, dated as of March 18, 2006, by and between KCD IP, LLC and KMART Corporation, as amended by that certain First Amendment to DieHard License Agreement dated as of November 29, 2009 and that certain Second Amendment to DieHard License Agreement dated as of March 7, 2012, provided that the terms of the Exclusive License taken collectively shall not constitute a sale, transfer or other disposition of all or substantially all of the assets of KCD IP, LLC.

(c) In the event that, despite Sellers' reasonable best efforts, KCD IP, LLC has not agreed to grant Buyer the Exclusive License effective as of the Closing Date by the date that is ten (10) days prior to the Closing, and provided that any such delay is not due to Buyer's acts or omissions, then at Buyer's election, Sellers shall, prior to the Closing, use reasonable best efforts to obtain any Consent from KCD IP, LLC necessary to assign to Buyer those KCD Agreements that are designated for assignment and assumption by written notice of Buyer pursuant to this Agreement, and assume and assign such KCD Agreements in accordance with this Agreement (such that such KCD Agreements are Assigned Agreements as contemplated herein).

(d) In the event that, despite Sellers' reasonable best efforts, KCD IP, LLC's Consent described in the above clause (c) is not obtained by the date that is five (5) days prior to the Closing, and provided that any such delay is not due to Buyer's acts or omissions, then (i) Sellers shall, prior to the Closing, assume all KCD Agreements that provide Sellers with the right to sublicense KCD IP to Buyer that are designated only for assumption by written notice of Buyer and (ii) effective as of the Closing Date, Sellers hereby grant to Buyer, a perpetual, irrevocable, worldwide, royalty-bearing (as described in Section 9.14(b)), further sublicensable, transferable, non-exclusive sublicense under all of the KCD IP used or held for use by Sellers as of the date hereof (including, for the avoidance of doubt, the Kenmore Marks and the DieHard Marks, in each case owned by KCD IP, LLC) for all purposes in connection with the businesses of Buyer (including the Business) and the natural evolutions thereof, provided that to the extent Sellers cannot grant the foregoing, Sellers hereby grant to Buyer a non-exclusive sublicense of the broadest scope that Sellers can grant under all the KCD Agreements assumed by Sellers pursuant to this clause (d). For the purpose of this Section 9.14(d)(ii), any such sublicense granted to Buyer is subject to (x)

any licenses under the KCD IP in effect as of the Closing Date and (y) if the SHIP Closing shall have occurred prior to the Closing, the license to Service.com in the form of Exhibit E of the SHIP Purchase Agreement contemplated to be entered into in connection with the SHIP Purchase Agreement), and shall be of the broadest scope that Sellers can grant under, and subject to the terms of the relevant KCD Agreement. Buyer shall ensure that its use of the KCD IP, as provided in this Section 9.14(d), shall only be with respect to goods and services of a substantially similar level of quality to the goods and services with respect to which Sellers used the KCD IP prior to the Closing. For the avoidance of doubt, (i) Sellers shall not reject, seek to terminate or agree to terminate the KCD Agreements assumed pursuant to this Section 9.14(d) or amend or agree to amend such Contracts in any manner that narrows any of the licenses thereunder and (ii) to the extent that Sellers cease to exist or the KCD Agreements assumed pursuant to this Section 9.14(d) expire or terminate, the sublicense granted herein shall survive.

(e) Solely with respect to the Exclusive License or any sublicense granted pursuant to Section 9.14(d)(ii), Buyer agrees that (A) Sellers and their Affiliates (including KCD IP, LLC) shall have no responsibility for claims by third parties arising out of, or relating to, Buyer's use of the KCD IP in any manner and (B) in addition to any and all remedies, from and after the Closing, Buyer shall indemnify, defend and hold harmless Sellers and their Affiliates (including KCD IP, LLC), for so long as any Seller or Affiliate of Seller is in existence, from and against any and all third party claims that may arise out of use of such KCD IP by or on behalf of Buyer or any of its Affiliates or assignees, in each case other than claims that the KCD IP infringes or otherwise violates the Intellectual Property of any third party. Except as provided in the foregoing sentence, all Intellectual Property licensed under Section 9.14(b) or Section 9.14(d)(ii) is licensed "as-is" with all faults, without warranty of any kind (whether express, implied, statutory or otherwise), and Seller does not make, and Buyer hereby specifically disclaims, any representations or warranties (whether express or implied, statutory or otherwise). For the avoidance of doubt, with respect to Section 9.14(c), the allocation of the foregoing shall be determined by the applicable KCD Agreements that are designated for assignment and assumption by written notice of Buyer pursuant to this Agreement.

(f) For clarity, and not in limitation of the foregoing, Buyer (or its applicable designee) may grant a security interest in any or all of its rights and benefits under Section 9.14(b), Section 9.14(c) or Section 9.14(d) for collateral purposes to the Financing Sources in connection with the Debt Financing.

Section 9.15 Seritage Master Lease. Any assignment and assumption of Seritage Master Lease shall be an assignment and assumption of such Seritage Master Lease in its entirety, except as otherwise agreed by the landlord under the Seritage Master Lease.

## ARTICLE X

### CONDITIONS PRECEDENT TO THE OBLIGATION OF BUYER TO CLOSE

Buyer's obligation to consummate the Transactions is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions; provided, however, that Buyer may not rely on the failure of any condition set forth in this Article X if such failure was caused by Buyer's

failure to comply with any provision of this Agreement or if such failure was caused by any action or failure to act by Seller at the direction of any Buyer Related Party:

Section 10.1 Accuracy of Representations. The representations and warranties of Sellers contained in Article VI shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except that those representations and warranties which address matters only as of a particular date need only be true and correct as of such date); provided, however, that the condition in this Section 10.1 shall be deemed to be satisfied so long as any failure of such representations and warranties to be true and correct (without giving effect to any limitation as to “materiality” or “Material Adverse Effect” set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. Buyer shall have received a certificate of Sellers, signed by a duly authorized officer of Sellers, to that effect.

Section 10.2 Sellers’ Performance. Sellers shall have performed and complied with in all material respects the covenants and agreements that Sellers are required to perform or comply with pursuant to this Agreement at or prior to the Closing, and Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

Section 10.3 No Material Adverse Effect. Since the date of this Agreement, there shall not have been any Effect that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

Section 10.4 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order which is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the Transactions (a “Closing Legal Impediment”).

Section 10.5 Governmental Authorizations. Any applicable waiting period required by the HSR Act and any extensions thereof, or any timing agreements, understandings or commitments obtained by request or other action of the FTC and/or the Antitrust Division, as applicable, shall have expired or been terminated.

Section 10.6 Sellers’ Deliveries. Without limiting Section 10.2, each of the deliveries required to be made to Buyer pursuant to Section 4.3 have been so delivered, except for such deliveries which, by their nature, cannot be made on or prior to the Closing.

Section 10.7 Approval Order. The Bankruptcy Court shall have entered the Approval Order, and the Approval Order shall be in full force and effect and shall not have been stayed, vacated or modified.

Section 10.8 KCD IP.

(a) Sellers shall have (i) caused KCD IP, LLC to grant the Exclusive License in accordance with Section 9.14(b), (ii) obtained any Consent of KCD IP, LLC required under Section 9.14(c) and assigned to Buyer as of the Closing Date all KCD Agreements referenced therein or (iii) assumed all KCD Agreements effective as of the Closing Date that provide Sellers with the right to sublicense KCD IP to Buyer that are designated only for assumption by written notice of Buyer in accordance with Section 9.14(d).

(b) KCD IP, LLC shall not have voluntarily filed for bankruptcy under the Bankruptcy Code.

Section 10.9 Inventory and Receivables. The aggregate amount of (i) the Inventory Value of the Acquired Inventory (excluding any Pending Inventory), (ii) the amounts due to Seller with respect to (A) the Credit Card Accounts Receivable and (iii) the Pharmacy Receivables shall be at least \$1,657,000,000. To the extent that the aggregate amount of items (i) through (iii) in the foregoing sentence exceeds \$1,657,000,000 on the Closing Date, Sellers may reduce such amount to be equal to \$1,657,000,000 by *first*, transferring (at Sellers' expense and in consultation with Buyer) Inventory that would otherwise be Acquired Inventory to a GOB Leased Store or a GOB Owned Store or any other location designated by Sellers that is not a Property, until the Inventory Value of the Acquired Inventory is equal to \$1,553,000,000 and *second*, retaining as an Excluded Asset the oldest of any Credit Card Accounts Receivable or Pharmacy Receivables.

Section 10.10 Outstanding DIP Indebtedness. The aggregate amount required to be paid to fully satisfy the existing indebtedness of Sellers under (a) the DIP Credit Agreement shall be no greater than \$850,000,000 and (b) the Junior DIP Term Loan shall be no greater than \$350,000,000 (exclusive of any accrued and unpaid interest thereon).

## ARTICLE XI

### CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

Sellers' obligation to consummate the Transactions is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions; provided, however, that Seller may not rely on the failure of any condition set forth in this Article XI if such failure was caused by Seller's failure to comply with any provision of this Agreement:

Section 11.1 Accuracy of Representations. The representations and warranties of Buyer contained in Article VII shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except that those representations and warranties which address matters only as of a particular date need only be true and correct as of such date); provided, however, that the condition in this Section 11.1 shall be deemed to be satisfied so long as any failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality" or "material adverse effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to prevent or materially impair the ability of Buyer to perform, or to consummate the Transactions. Sellers shall have received a certificate of Buyer, signed by a duly authorized officer of Buyer, to that effect.

Section 11.2 Buyer's Performance. Buyer shall have performed and complied with in all material respects the covenants and agreements that Buyer is required to perform or comply with pursuant to this Agreement at or prior to the Closing, and Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

Section 11.3 No Order. No Closing Legal Impediment shall be in effect.

Section 11.4 Governmental Authorizations. Any applicable waiting period required by the HSR Act and any extensions thereof, or any timing agreements, understandings or commitments obtained by request or other action of the FTC and/or the Antitrust Division, as applicable, shall have expired or been terminated.

Section 11.5 Buyer's Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 4.2 shall have been so delivered, except for such deliveries which, by their nature, cannot be made on or prior to the Closing.

Section 11.6 Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, and such Order shall not have been stayed, vacated or modified.

Section 11.7 Approval Order in Effect. The Bankruptcy Court shall have entered the Approval Order and the Approval Order shall be in full force and effect and shall not have been stayed, vacated or modified.

Section 11.8 Pay-Down of Real Estate 2020 Loan. To the extent not previously provided, at least two (2) Business Days prior to the Closing Date, the Sellers shall provide to the agent under the Real Estate 2020 Loan all proceeds from the sale or other disposition of collateral pledged to secure the Real Estate 2020 Loan that were closed prior to the Closing Date, including, without limitation the proceeds held in a segregated account pursuant to paragraph 27 of the *Order (I) Approving the Sale of Certain Real Property, (II) Authorizing the Assumption and Assignment of Certain Unexpired Leases in Connection therewith, and (III) Granting Related Relief* [Docket No. 1393].

## ARTICLE XII

### TERMINATION

Section 12.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by either Sellers or Buyer:

(i) if the Bankruptcy Court shall have determined that it will not enter the Approval Order or if a Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any final and non-appealable applicable Law (including any Order) which is in effect and has the effect of making the Transactions illegal or otherwise restraining or prohibiting consummation of the Transactions and which is not satisfied, resolved or preempted by the Approval Order; provided, however, that the right to terminate this Agreement pursuant to this Section 12.1(a)(i) shall not be available to any Party whose material breach of any of its representations, warranties, covenants or agreements contained herein results in or causes such event;

(ii) if the Closing shall not have occurred by 11:59 p.m. New York City time on February 19, 2019 (the "Outside Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 12.1(a)(ii) shall not be available to any Party whose

material breach of any of its representations, warranties, covenants or agreements contained herein results in the failure of the Closing to be consummated by such time;

(iii) if Sellers accept or agree to any Competing Transaction or upon approval by the Bankruptcy Court of, or the filing by or on behalf of any Seller of a motion or other request to approve, a Competing Transaction; provided, however, that if Seller, pursuant to Section 8.2(c) and the Bidding Procedures Order, has designated Buyer as a "Back-Up Bidder," then Buyer shall not be permitted to terminate this Agreement prior to the Outside Date except as consistent with the terms of Section 8.2(c) and the Bidding Procedures Order; or

(iv) by mutual written consent of Sellers and Buyer.

(b) by Buyer:

(i) in the event of any breach by any Seller of any of its agreements, covenants, representations or warranties contained herein that would result in the failure of a condition set forth in Section 10.1 or Section 10.2 to be satisfied, and the failure of Sellers to cure such breach by the earlier of (A) the Outside Date and (B) the date that is fifteen (15) days after receipt of a notice in writing from Buyer of their intention to exercise their rights under this Section 12.1(b)(i) as a result of such breach; provided, however, that that the right to terminate this Agreement pursuant to this Section 12.1(b)(i) shall not be available to Buyer if Buyer is in breach of any of its representations, warranties, covenants or agreements contained herein in a manner that would result in the failure of a condition set forth in Article XI to be satisfied;

(ii) if any of the Bankruptcy Cases is dismissed or converted to a case under chapter 7 of the Bankruptcy Code;

(iii) if the Bankruptcy Court has not approved the consummation of the Transactions on or before February 8, 2019, or if the Approval Order has not been entered on or before February 8, 2019 subject to Bankruptcy Court availability (or is vacated or stayed as of such date); or

(iv) if Sears Re shall not have agreed to be bound by all of the terms of this Agreement as a Seller hereunder by delivering a signature page in the form attached hereto by 11:59 p.m. New York City time on January 22, 2019. For the avoidance of doubt, it is the intent of the Parties that this Agreement shall be binding on each of the Parties (other than Sears Re) notwithstanding that Sears Re has not yet delivered its signature page hereto.

(c) by Sellers:

(i) in the event of any breach by Buyer of any of its agreements, covenants, representations or warranties contained herein that would result in the failure of a condition set forth in Section 11.1 or Section 11.2 to be satisfied, and the failure of Buyer to cure such breach by the earlier of (A) the Outside Date and (B) the date that is fifteen (15) days after receipt of a notice in writing from Sellers of their intention to exercise their rights

under this Section 12.1(c)(i) as a result of such breach; provided, however, that that the right to terminate this Agreement pursuant to this Section 12.1(c)(i) shall not be available to Seller if Sellers are themselves in breach of any of their representations, warranties, covenants or agreements contained herein, in each case in a manner that results in the failure of a condition set forth in Article X to be satisfied;

(ii) if the Bankruptcy Court has not approved the consummation of the Transactions on or before February 8, 2019, or if the Approval Order has not been entered on or before February 8, 2019 subject to Bankruptcy Court availability (or is vacated or stayed as of such date); or

(iii) if (A) all of the conditions set forth in Article X have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but which would be satisfied if the Closing Date were the date of such termination, or would have been satisfied, assuming the Closing had in fact occurred), (B) Buyer failed to consummate the transactions contemplated by this Agreement by the time set forth in Section 4.1, (C) Sellers have irrevocably confirmed to Buyer in writing that all the conditions in Article XI have been satisfied (or that it is willing to waive any unsatisfied conditions set forth in Article XI) and that Sellers have indicated to Buyer in writing that Sellers are ready, willing and able to consummate the transactions contemplated by this Agreement, (D) Sellers have given Buyer written notice at least two (2) Business Days prior to such termination stating Sellers' intention to terminate this Agreement pursuant to this Section 12.1(c)(iii), and (E) Buyer fails to consummate the transactions contemplated by this Agreement within such two (2) Business Day period.

## Section 12.2 Effect of Termination.

(a) Subject to the first sentence of Section 12.2(b), in the event of any termination of this Agreement pursuant to Section 12.1, this Agreement (other than the provisions set forth in this Section 12.2, Section 12.3 and Article XIII) shall forthwith become null and void and be deemed of no further force and effect. Subject to Section 12.2(b) and the provisions set forth in the immediately preceding sentence, there shall be no liability or obligation thereafter on the part of any Party. Notwithstanding the foregoing, subject to the second sentence of Section 12.2(b), any such termination shall not limit any Party's liability for any willful and material breach prior to the time of such termination. For purposes of this Agreement, "willful and material breach" means a material inaccuracy or breach of any material representation, warranty or covenant or other agreement set forth in this Agreement that is a consequence of an act or failure to act by or on behalf of the breaching Party with knowledge that the taking of such act or failure to take such act would, or would reasonably be expected to, result in a breach of this Agreement. In the event of any valid termination of this Agreement pursuant to Section 12.1 (other than a termination by Sellers pursuant to Section 12.1(c)(i) or Section 12.1(c)(iii)), Sellers shall promptly (and in no event later than two (2) Business Days following such termination) return to Buyer the Deposit Amount and any other deposit delivered by Buyer to Sellers pursuant to the Bidding Procedures Order. Notwithstanding anything to the contrary in this Agreement, the maximum liability of the Seller and its Subsidiaries under this Agreement shall not exceed \$30,000,000 (except in the case of a willful and material breach, in which event such maximum liability shall not exceed \$120,000,000).

(b) In the event of any valid termination of this Agreement by Sellers pursuant to Section 12.1(c)(i) or Section 12.1(c)(iii), then Sellers, as Sellers' sole and exclusive remedy as a result of such termination, shall have the right to retain the Deposit Amount, if any. Notwithstanding anything to the contrary in this Agreement, the maximum liability of Buyer under this Agreement shall not exceed the Deposit Amount.

Section 12.3 Termination and Adjustment Rights of Buyer as to Properties and Related Acquired Assets.

(a) If a material portion of any Lease Premises, a material portion of any Owned Real Property, or a material portion of the Potential Acquired Assets related to the Lease Premises is materially damaged or destroyed, or the physical condition thereof is materially and adversely changed (including as a result of failure of proper repair or maintenance or environmental contamination that occurs from and after the date hereof), or any Lease Premises or Owned Real Property is subject to a condemnation or other governmental taking of a material portion thereof or any shopping center in which a Lease Premises is located is damaged, destroyed or condemned such that the operations of such Lease Premises are materially and adversely affected at any time from the date of this Agreement up to and including the Closing (each of the foregoing, a "Casualty / Condemnation Event"), Sellers shall provide prompt written notice of such Casualty / Condemnation Event to Buyer. Buyer shall elect within ten (10) days after notice of such Casualty / Condemnation Event from Sellers, together with Sellers' best estimate of the net amount of insurance proceeds and/or condemnation award available to Buyer pursuant to Section 12.3(b) (including any deductions pursuant to Section 12.3(b)), to either (A) in the case of a Lease Premises, acquire Designation Rights with respect to such Lease Premises at the Closing or, in the case of Owned Real Property, acquire such Owned Real Property at the Closing and, in either case, Sellers shall assign to Buyer any right Sellers have to any insurance proceeds or condemnation award or proceeds relating to such Casualty/Condemnation Event at the Closing (including any insurance proceeds actually received by Sellers with respect to such Casualty/Condemnation Event, but less, as provided in Section 5.1(a)(v), (x) any amounts used by any Seller for restoration, repair or replacement and (y) any recoveries or proceeds to the extent attributable to lost rents or similar costs applicable to any period prior to the Closing) or (B) in the case of a Lease Premises, decline to acquire Designation Rights with respect to such Lease Premises or, in the case of Owned Real Property, decline to acquire such Owned Real Property, in which case the Purchase Price shall not be reduced (but, in the case of Owned Real Property, Seller shall assign to Buyer any right Sellers have to any insurance proceeds or condemnation award relating to any such Casualty/Condemnation Event at Closing). For the avoidance of doubt, Casualty / Condemnation Events that are subject to this Section 12.3(a) are only those occurring during the period from the date of this Agreement up to and including the Closing. Additionally, in the case of any Owned Real Property or Leased Real Property with respect to which a claim for damages to buildings or fixtures is pending as of the date of this Agreement, Sellers shall assign to Buyer any right Sellers have to any insurance proceeds relating to such claim and any amounts actually received in respect of such claim, other than any insurance proceeds in respect of the Acquired Assets set forth on Schedule 2.1(q) in an aggregate amount not to exceed \$13,000,000, and the Purchase Price shall not be reduced.

(b) In connection with any assignment of awards, proceeds or insurance under this Section 12.3, (i) such assignment of proceeds or awards shall not include any awards, proceeds or insurance to the extent attributable to lost rents or similar costs applicable to any period prior to the applicable Closing or paid in connection with repair, restoration or replacement during such period, and (ii) to the extent that Buyer has received written notice thereof in reasonable detail not less than fifteen (15) days prior to the Closing, such assignment of proceeds or awards shall be reduced by the amount of (x) all actual and documented, reasonable out-of-pocket repair costs incurred by Sellers in connection with the repair or restoration of such damage or destruction, (y) all actual and documented, reasonable out-of-pocket collection costs of Sellers respecting any awards or other proceeds, and (z) any amounts required to be paid (and solely to the extent actually paid) by Sellers or the insurance company to the applicable landlord under the Lease, if applicable, or to such landlord's lender as required pursuant to any of such lender's financing, as applicable.

(c) Buyer shall have the right, prior to Closing, to decline to acquire (i) Designation Rights with respect to any Lease and related Potential Acquired Assets or (ii) any Acquired Assets, in each case if and only if any Consent from any Person (other than a Governmental Authority) has not been obtained from such Person or has not otherwise been provided for pursuant to the Approval Order, the absence of which prevents the acquisition or exercise of the Designation Rights with respect to such Lease and related Potential Acquired Assets or the acquisition of such Acquired Assets; provided, that if the failure to obtain such Consent is curable, Sellers shall have until the earlier of (i) the Closing Date or (ii) ten (10) days after receipt of Buyer's notice of intent to terminate to obtain such Consent; and provided, (c) further that, for the avoidance of doubt, the provisions of this Section 12.3(d) shall not apply with respect to any license (incoming or outgoing) of any Intellectual Property.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 13.1 Public Announcements. Except as required by applicable Law (including any Order by the Bankruptcy Court) or pursuant to filings by Sellers with, or in any proceeding before, the Bankruptcy Court, neither Sellers nor Buyer shall issue any press release, or make any public announcement concerning this Agreement or the Transactions, without first consulting the other Party or Parties.

Section 13.2 Notices. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered (a) in person, (b) via e-mail or (c) by a nationally recognized courier for overnight delivery service. A notice or communication shall be deemed to have been effectively given (i) if in person, upon personal delivery to the Party to whom the notice is directed, (ii) if via e-mail, on the date of successful transmission and (iii) if by nationally recognized courier, one Business Day after delivery to such courier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If to Sellers, then to:  
Sears Holdings Corporation

3333 Beverly Road  
Hoffman Estates, IL 60179  
Attention: General Counsel  
E-mail: counsel@searshc.com

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Ray C. Schrock, P.C., Ellen J. Odoner, Gavin Westerman and Sunny Singh  
E-mail: Ray.Schrock@weil.com; Ellen.Odoner@weil.com;  
Gavin.Westerman@weil.com; Sunny.Singh@weil.com

If to Buyer, then to:  
Transform Holdco LLC  
c/o ESL Partners, Inc..  
1170 Kane Concourse, Suite 200  
Bay Harbor Islands, FL 33154  
Attention: Kunal S. Kamlani and Harold Talisman  
Facsimile: (305) 864-1370  
E-mail: kunal@eslinvest.com; harold@eslinvest.com

with a copy (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attention: Christopher E. Austin, Benet J. O'Reilly and Sean A. O'Neal  
E-mail: caustin@cgsh.com; boreilly@cgsh.com; soneal@cgsh.com

Section 13.3 Amendment; Waiver. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by each Party; provided that this Section 13.3, Section 13.6, Section 13.8, Section 13.10 or Section 13.12, in each case as such Sections relate to the Financing Sources, may not be amended in a manner adverse to the Financing Sources without the prior written consent of the applicable Financing Source under the applicable Debt Commitment Letter. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. No course of dealing between or among the Parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights to payment of any Party under or by reason of this Agreement.

Section 13.4 Entire Agreement. This Agreement (including the Schedules and the Exhibits), the Confidentiality Agreement and the other Transaction Documents contain all of the terms, conditions and representations and warranties agreed to by the Parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understandings, negotiations, correspondence, undertakings and communications of the Parties or their representatives, oral or written, respecting such subject matter. The representations, warranties, covenants and agreements contained in this Agreement (including the Schedules and the Exhibits) and the other Transaction Documents are intended, among other things, to allocate the economic cost and the risks inherent in the Transactions, including risks associated with matters as to which the party making such representations and warranties has no knowledge or only incomplete knowledge, and such representations and warranties may be qualified by disclosures contained in the Schedules. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 13.5 No Presumption as to Drafting. Each of the Parties acknowledges that it has been represented by legal counsel in connection with this Agreement and the other Transaction Documents and the Transactions. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement or the Transaction Documents against the drafting party has no application and is expressly waived.

Section 13.6 Assignment. Subject to Buyer's express rights of assignment with respect to any Assignee, this Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of Law or otherwise without the express written consent of the other Parties (which consent maybe granted or withheld in the sole discretion of such other Party); provided, however, that Buyer shall be permitted, upon prior notice to Sellers but without consent of Sellers, to assign all or any part of its rights or obligations hereunder to an Affiliate (an "Affiliated Designee"); provided that such assignment would not reasonably be expected to prevent or materially impair or delay the consummation of the Transactions or otherwise be materially adverse to Sellers; provided further Buyer shall be permitted to, at or after the Closing, collaterally assign its rights under this Agreement for purposes of creating a security interest or otherwise assigning collateral to the Financing Sources in connection with the Debt Financing; provided further that that no such assignment shall relieve Buyer of any of its obligations under this Agreement.

Section 13.7 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

Section 13.8 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all claims or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto. Notwithstanding anything herein to the contrary, all claims or causes of action (whether in contract or tort) brought against the Financing Sources that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), including any dispute arising out of or relating in any way to the Financing or the performance thereof or the transactions contemplated thereby, shall be governed by the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may be based upon, arise out of or relate to this Agreement, any breach or default hereunder, or the Transactions and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding; provided, however, that, if the Bankruptcy Case is closed, all Proceedings based upon, arising out of or relating to this Agreement shall be heard and determined in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Proceeding in the United States District Court for the District of Delaware and any federal appellate court therefrom, and the Parties hereby (a) irrevocably and unconditionally submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Proceeding in the United States District Court for the District of Delaware and any federal appellate court therefrom) with respect to all Proceedings based upon, arising out of or relating to this Agreement and the Transactions (whether in contract or in tort, in law or in equity or granted by statute); (b) agree that all claims with respect to any such Proceeding shall be heard and determined in such courts and agrees not to commence any Proceeding relating to this Agreement or the Transactions (whether in contract or in tort, in law or in equity or granted by statute) except in such courts; (c) irrevocably and unconditionally waive any objection to the laying of venue of any Proceeding based upon, arising out of or relating to this Agreement or the Transactions and irrevocably and unconditionally waives the defense of an inconvenient forum; and (d) agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The Parties

agree that any violation of this Section 13.8(b) shall constitute a material breach of this Agreement and shall constitute irreparable harm. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by applicable Law. Notwithstanding anything to the contrary contained in this Agreement, each of the Parties agrees that it will not bring or support any person in any Proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any of the Financing Sources in any way relating to this Agreement or any of the transaction contemplated by this Agreement, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, in any forum other than the federal and New York state courts located in the Borough of Manhattan within the City of New York and any appellate courts therefrom.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT OR IN TORT, IN LAW OR IN EQUITY OR GRANTED BY STATUTE). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.8.

Section 13.9 Counterparts. This Agreement may be executed in any number of counterparts (including via electronic transmission in portable document format (pdf)) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. This Agreement shall become effective when, and only when, each Party shall have received a counterpart hereof signed by the other Party. Delivery of an executed counterpart hereof by means of electronic transmission in portable document format (pdf) shall have the same effect as delivery of a physically executed counterpart in person.

Section 13.10 Parties in Interest; No Third Party Beneficiaries. Except as set forth in Section 13.12, nothing in this Agreement shall confer any rights, benefits, remedies, obligations, liabilities or claims hereunder upon any Person not a Party or a permitted assignee of a Party; provided that the Financing Sources are intended third party beneficiaries of this Section 13.10, Section 13.6, Section 13.8 and Section 13.12.

Section 13.11 Fees and Expenses. The Parties agree that, except as otherwise expressly provided in this Agreement, each Party shall bear and pay all costs, fees and expenses that it incurs, or which may be incurred on its behalf, in connection with this Agreement and the Transactions. The pre-Closing costs of any privacy ombudsman shall be borne equally between Buyer, on the one hand, and Sellers, on the other hand, to the extent such costs are incurred in relation to the Transactions.

Section 13.12 Non-Recourse. All Claims and Liabilities that may be based upon, in respect of, arise under, out or by reason of, be connected with or relate in any manner to this Agreement, the negotiation, execution or performance of this Agreement (including any representation or warranty made in connection with or as an inducement to this Agreement) or the Transactions may be made only against (and are those solely of) the Persons that are expressly identified as Parties to this Agreement. No other Person, including any Buyer Related Party (other than Buyer) or any of the Parties' Affiliates, directors, officers, employees, incorporators, members, partners, managers, stockholders, agents, attorneys, or representatives of, or any financial advisors or lenders to (including the Financing Sources in their capacities as such), any of the foregoing (together, the "Non-Recourse Parties") shall have any liabilities for any Claims or Liabilities arising under, out of, in connection with, or related in any manner to, this Agreement, the Transactions or the Debt Financing or based on, in respect of, or by reason of, this Agreement or its negotiation, execution, performance or breach, whether at law, in equity, in contract, in tort or otherwise.

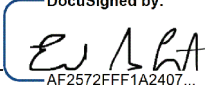
Section 13.13 Schedules; Materiality. The inclusion of any matter in any Schedule shall be deemed to be an inclusion for all purposes of this Agreement, to the extent that the relevance of such disclosure to any Section is readily apparent from the text of such disclosure, but inclusion therein shall not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in any Schedule shall not be deemed an admission as to whether the fact or item is "material" or would constitute a "Material Adverse Effect."

Section 13.14 Specific Performance. The Parties acknowledge and agree that (a) irreparable injury, for which monetary damages, even if available, would not be an adequate remedy, will occur in the event that any of the provisions of this Agreement are not performed in accordance with the specific terms hereof or are otherwise breached, and (b) the non-breaching Party or Parties shall therefore be entitled, in addition to any other remedies that may be available, to obtain (without the posting of any bond) specific performance of the terms of this Agreement by the breaching Party or Parties. If any Proceeding is brought by the non-breaching Party or Parties to enforce this Agreement, the Party in breach shall waive the defense that there is an adequate remedy at Law.

[Signature pages follow]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

**TRANSFORM HOLDCO LLC**

By:  \_\_\_\_\_  
Name: Edward S. Lampert  
Title: Chief Executive Officer

**Sears Holdings Corporation**

By:



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Name:

Robert A. Riecker

Title:

Chief Financial Officer

[Signature Page to Asset Purchase Agreement]

**Kmart Holding Corporation**

By:



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Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

**Kmart Operations LLC**

By:



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Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

**Sears Operations LLC**

By:



Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

**Sears, Roebuck and Co.**

By: 

Name: Robert A. Riecker

Title: Chief Financial Officer,  
President & Director

**ServiceLive, Inc.**

By:



---

Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

**SHC Licensed Business LLC**

By:

  
\_\_\_\_\_

Name:

Robert A. Riecker

Title:

Chief Financial Officer of Kmart Corporation,  
its Member

**A&E Factory Service, LLC**

By:




Name:

Robert A. Riecker


Title:

Vice President & Director

**A&E Home Delivery, LLC**

By:   
Name: Robert A. Riecker  
Title: Vice President & Director

**A&E Lawn & Garden, LLC**

By:   
Name: Robert A. Riecker  
Title: Vice President & Director

**A&E Signature Service, LLC**

By:



---

Name:

Robert A. Riecker

Title:

Vice President & Director

**FBA Holdings Inc.**

By:



Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

**Innovel Solutions, Inc.**

By:



---

Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

**Kmart Corporation**

By:



Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

[Signature Page to Asset Purchase Agreement]

**MaxServ, Inc.**

By:



Name:

Robert A. Riecker

Title:

Vice President & Director

**Private Brands, Ltd.**

By:



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Name:

Robert A. Riecker

Title:

Vice President & Director

**Sears Development Co.**

By:



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Name:

Robert A. Riecker

Title:

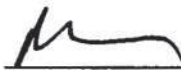
President & Director

**Sears Holdings Management Corporation**

By:   
Name: Robert A. Riecker  
Title: President & Director

[Signature Page to Asset Purchase Agreement]

**Sears Home & Business Franchises, Inc.**

By:   
Name: Robert A. Riecker  
Title: Vice President & Director

**Sears Home Improvement Products, Inc.**

By:



Name:

Robert A. Riecker

Title:

President & Director

[Signature Page to Asset Purchase Agreement]


**Sears Insurance Services, L.L.C.**

By: \_\_\_\_\_

Name: Robert A. Riecker

Title: Chief Financial Officer

**Sears Procurement Services, Inc.**

By:   
Name: Robert A. Riecker  
Title: Vice President

**Sears Protection Company**

By:



---

Name:

Robert A. Riecker

Title:

Vice President

[Signature Page to Asset Purchase Agreement]

**Sears Protection Company (PR), Inc.**

By:



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Name:

Robert A. Riecker

Title:

Vice President

[Signature Page to Asset Purchase Agreement]

**Sears Roebuck Acceptance Corp.**

By:



Name:

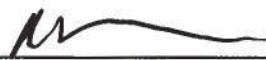
Robert A. Riecker

Title:

Chief Financial Officer &  
Director

[Signature Page to Asset Purchase Agreement]

**Sears, Roebuck de Puerto Rico, Inc.**

By:   
Name: Robert A. Riecker  
Title: Vice President & Director

**SYW Relay LLC**

By:



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Name:

Robert A. Riecker

Title:

Chief Financial Officer of Sears, Roebuck  
and Co., its Member

**Wally Labs LLC**

By:



---


Name:

Robert A. Riecker


Title:

Vice President

**SHC Promotions LLC**

By:   
Name: Robert A. Riecker  
Title: Chief Financial Officer

**Big Beaver of Florida Development, LLC**

By:   
Name: Robert A. Riecker  
Title: President

**California Builder Appliances, Inc.**

By:



Name:

Robert A. Riecker

Title:

Chief Financial Officer &  
Director

[Signature Page to Asset Purchase Agreement]

**Florida Builder Appliances, Inc.**

By: 

Name: Robert A. Riecker

Title: Chief Financial Officer &  
Director

**KBL Holding Inc.**

By:



Name:

Robert A. Riecker

Title:

Vice President & Director

**Kmart of Michigan, Inc.**

By:



Name:

Robert A. Riecker

Title:

Vice President & Director

**Kmart of Washington LLC**

By:



---

Name:

Robert A. Riecker

Title:

Chief Financial Officer of Kmart Corporation,  
its Member

**Kmart of Illinois LLC**

By:



Name:

Robert A. Riecker

Title:

Chief Financial Officer of Kmart Corporation,  
its Member

**Kmart Stores of Texas LLC**

By:



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Name:

Robert A. Riecker

Title:

Chief Financial Officer of Kmart Corporation,  
its Member

**MyGofer LLC**

By:



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Name:

Robert A. Riecker

Title:

Chief Financial Officer of Kmart Corporation,  
its Member

**Sears Brands Business Unit Corporation**

By:



Name:

Robert A. Riecker

Title:

Vice President & Director

**Sears Holdings Publishing Company, LLC**

By:



Name:

Robert A. Riecker

Title:

Vice President

**Sears Protection Company (Florida), L.L.C.**

By:



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Name:

Robert A. Riecker

Title:

Vice President

**SHC Desert Springs, LLC**

By:



Name:

Robert A. Riecker

Title:

Chief Financial Officer of Kmart Corporation,  
its Member

**SOE, Inc.**

**By:**



---

**Name:**

**Robert A. Riecker**

**Title:**

**President & Director**

**[Signature Page to Asset Purchase Agreement]**

**StarWest, LLC**

By:



Name:

Robert A. Riecker

Title:

President & Director

**STI Merchandising, Inc.**

By:



Name:

Robert A. Riecker

Title:

President & Director

**Troy Coolidge No. 13, LLC**

By:



Name:

Robert A. Riecker

Title:

Chief Financial Officer of Kmart Corporation,  
its Member

**BlueLight.com, Inc. .**

By:



Name:

Robert A. Riecker

Title:

Vice President & Director

**Sears Brands, L.L.C.**

By:



Name:

Robert A. Riecker

Title:

Vice President & Manager

[Signature Page to Asset Purchase Agreement]

**Sears Buying Services, Inc.**

By:



Name:

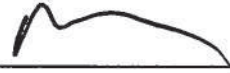
Robert A. Riecker

Title:

President & Director

**Kmart.com LLC**

By:



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Name:

Robert A. Riecker

Title:

Vice President of BlueLight.com, Inc.,  
its Member

**Sears Brands Management Corporation**

By:



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Name:

Robert A. Riecker

Title:

Vice President & Director

**KLC, Inc.**

By:



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Name:

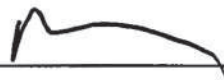
Robert A. Riecker

Title:

Vice President & Director

[Signature Page to Asset Purchase Agreement]

**SRe Holding Corporation**

By:   
Name: Robert A. Riecker  
Title: Vice President & Director

**SRC Sparrow 2 LLC**

By:



Name:

Robert A. Riecker

Title:

President & Director

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, Sears Reinsurance Company Ltd., a Bermuda Class 3 insurer, has caused this Agreement to be executed and delivered by its duly authorized representatives, and hereby agrees to be bound by all of the terms of this Agreement as a Seller hereunder.

**Sears Reinsurance Company Ltd.**

By:



Name:

ROBERT T. PITELCAN

Title:

PRESIDENT

Its duly authorized officer

**Exhibit A**

**Approval Order**

**[Intentionally Omitted]**

## **Exhibit B**

### **FORM OF**

### **IP ASSIGNMENT AGREEMENT**

**THIS IP ASSIGNMENT AGREEMENT** (“Assignment”), effective as of [●] (“Effective Date”)<sup>1</sup>, is made and entered into by and among Sears Holdings Corporation, a corporation organized and existing under the laws of Delaware (“SHC”) and each of its Subsidiaries party hereto<sup>2</sup> (all such Subsidiaries and together with SHC, “Assignors”), on the one hand, and [●]<sup>3</sup>, a [●] organized and existing under the laws of [●] (“Assignee”), on the other hand (each a “Party”, and collectively, the “Parties”).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of [●], by and among Assignors and [Assignee together with any applicable Affiliated Designees]<sup>4</sup> (the “Purchase Agreement”), Sellers agreed to sell, transfer, assign, convey and deliver, and [Assignee together with any applicable Affiliated Designees]<sup>5</sup> agreed to purchase, the Acquired Assets, including the Acquired Intellectual Property, in each case on the terms and subject to the conditions contained in the Purchase Agreement;

**WHEREAS**, Assignors are the owners of the Acquired Intellectual Property, including, without limitation, each of the Trademarks set forth on Exhibit A-1 hereto, each of the Business Names set forth on Exhibit A-2 hereto, each of the Patents set forth on Exhibit A-3 hereto, each of the Copyrights set forth on Exhibit A-4 hereto, each of the Domain Names set forth on Exhibit A-5 hereto and each of the Media Accounts set forth on Exhibit A-6 hereto (in each case, as applicable, together with all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing);

**WHEREAS**, the Acquired Intellectual Property is included in the Acquired Assets;

**WHEREAS**, as required in the Purchase Agreement, Assignors hereby desire to sell, transfer, assign, convey and deliver to Assignee their entire worldwide right, title and interest

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<sup>1</sup> **Note to Draft:** Effective Date of this Assignment will be the Closing Date.

<sup>2</sup> **Note to Draft:** Every Subsidiary that is party to the Purchase Agreement, should also be party to this Assignment, as this Assignment effectuates the transfer of all Acquired Intellectual Property (whether registered or unregistered).

<sup>3</sup> **Note to Draft:** Prior to the Closing, Transform Holdco LLC may designate (i) itself as Assignee, (ii) itself and an Affiliated Designee to each receive a portion of the Acquired Intellectual Property, in which case, a separate assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and such assignee, (iii) itself and more than one Affiliated Designee to each receive a portion of the Acquired Intellectual Property, in which case, a separate assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and each such assignee or (iv) more than one Affiliated Designee to each receive a portion of the Acquired Intellectual Property, in which case, a separate assignment agreement in the form hereof will be executed for each such Affiliate.

<sup>4</sup> **Note to Draft:** If Assignee is not Transform Holdco LLC, this bracketed language should be replaced with “Transform Holdco LLC together with any applicable Affiliate Designees, including Assignee”.

<sup>5</sup> **Note to Draft:** If Assignee is not Transform Holdco LLC, this bracketed language should be replaced with “Transform Holdco LLC together with any applicable Affiliate Designees, including Assignee”.

in, to and under the Acquired Intellectual Property; and

**WHEREAS**, Assignee desires to acquire the Acquired Intellectual Property from Assignors.

**NOW, THEREFORE**, in consideration of the premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties desire to enter into this Assignment on the terms set forth herein.

Intending to be legally bound, the Parties agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. As of the Effective Date, Assignors hereby irrevocably sell, convey, assign and transfer to Assignee, and its successors and assigns, their entire worldwide right, title and interest in, to and under the Acquired Intellectual Property free and clear of all Encumbrances (other than Permitted Encumbrances), the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this IP Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Acquired Intellectual Property, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation, (B) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Acquired Intellectual Property, (C) the right to prosecute, register, maintain and defend the Acquired Intellectual Property before any public or private agency, office or registrar, (D) the right, if any, to claim priority based on the filing dates of the Acquired Intellectual Property under any Law, including under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention and all other treaties of like purposes, (E) the right to fully and entirely stand in the place of Assignors in all matters related to the Acquired Intellectual Property, (F) all other rights corresponding to the Acquired Intellectual Property throughout the respective countries in which Assignors hold rights in the Acquired Intellectual Property and (G) all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing. This foregoing assignment is intended to be an absolute assignment and not by way of security.
3. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective legal representatives, successors and assigns.
4. The respective rights of Assignor and Assignee with respect to the Acquired Intellectual Property sold, conveyed, transferred, assigned and delivered hereby to the

Assignee shall be governed exclusively by the Purchase Agreement, and nothing in this Assignment shall alter any Liability arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations and warranties of the Parties with respect to such Acquired Intellectual Property. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern. Notwithstanding anything to the contrary in this Assignment, nothing herein (other than Section 6, Section 7 and Section 8) is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

5. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment and all claims or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment) shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

6. Upon reasonable request by Assignee, the applicable Assignors will timely execute and deliver any additional documents (including those referenced in Section 7 below) and take such other actions as may be necessary or desirable to record or memorialize the assignments of the Acquired Intellectual Property set forth herein, or to vest or perfect in Assignee such right, title, and interest in, to and under the Acquired Intellectual Property. If Assignee is unable for any reason to secure any Assignor's signature to any document it is entitled to hereunder (including those referenced in Section 7 below), each Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of such Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by such Assignor. Assignors shall not enter into any agreement in conflict with this Assignment.

7. Each Assignor agrees that (i) with respect to any Trademarks, Patents or Copyrights issued, filed or registered in the United States and included in the Acquired Intellectual Property, at Closing, it will enter into an assignment agreement substantially in the form set forth in Schedule 1, Schedule 2 or Schedule 3, as applicable, (ii) with respect to any Domain Names included in the Acquired Intellectual Property, at Closing, it will enter into an agreement substantially in the form of Schedule 4 and (iii) with respect to any Intellectual Property included in the Acquired Intellectual Property that is issued, filed or registered in a jurisdiction outside of the United States, at Closing, it will enter into an assignment agreement suitable for recording in the relevant jurisdictions with terms and conditions substantially similar to those set forth in Schedule 1, Schedule 2 or Schedule 3, as applicable, except for any different

terms and conditions that would be necessary in a recordable assignment agreement for the respective local jurisdiction.

8. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's right, title and interest in, to and under the Acquired Intellectual Property (including with any applicable Governmental Authorities) and for any and all costs, expenses and fees associated with the recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the Acquired Intellectual Property at the United States Patent and Trademark Office, and each of the corresponding entities or agencies in any applicable foreign countries or multinational authorities. Assignors and Assignee shall each pay their own costs with respect to any notarization, legalization and other equivalent actions required on such Party's behalf for the execution and recordation of any document it is entitled to under Section 6 or Section 7 hereof.

9. No amendment, modification or discharge of this Assignment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by each Party. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Assignment, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Assignment or to exercise any right or privilege hereunder shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. No course of dealing between or among the Parties shall be deemed effective to modify, amend or discharge any part of this Assignment or any rights to payment of any Party under or by reason of this Assignment.

10. This Assignment may be executed and delivered in any number of counterparts (including by facsimile transmission or other means of electronic transmission, such as by electronic mail in "pdf" form) with the same effect as if the signatures to each counterpart were upon a single instrument, each of which when executed shall be deemed to be an original and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart hereof by means of electronic transmission in portable document format (pdf) shall have the same effect as delivery of a physically executed counterpart in person.

11. Section 13.4 (Entire Agreement), Section 13.7 (Severability), Section 13.8(c) (Waiver of Jury Trial) and Section 13.14 (Specific Performance) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*. In this Assignment, (i) whenever the word "including" is used, it is deemed to be followed by the words "without limitation" and (ii) "or" is used in the inclusive sense of "and/or".

[Signature pages follow]

IN WITNESS WHEREOF, the Parties, through their authorized representatives,  
have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR<sup>6</sup>:

[•]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

<sup>6</sup> **Note to Draft:** This signature block should be duplicated for each applicable Assignor (each Seller under the Purchase Agreement).

ASSIGNEE:

[•]

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**ACQUIRED IP**

[Exhibit A to mirror the schedules of registered, issued and applied-for Trademarks, Patents, Copyrights, Domain Names, and Business Names and Media Accounts, in each case included on Schedule 2.1(a) of the Purchase Agreement, provided that Exhibit A shall also include any registered, issued or applied-for Trademarks, Patents, Copyrights, Domain Names, Business Names or Media Accounts included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(i)-(vi) of the Purchase Agreement.]

[Exhibit A to IP Assignment Agreement]

## SCHEDULE 1

### FORM OF

### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of [●] (“**Effective Date**”), is between [●]<sup>7</sup> (“**Assignor**”) and [●]<sup>8</sup> (“**Assignee**”).

#### WITNESSETH:

WHEREAS, Sears Holdings Corporation, a corporation organized and existing under the laws of Delaware (“**SHC**”, together with each of its Subsidiaries party thereto, the “**Sellers**”) and [Assignee]<sup>9</sup> have entered into that certain Asset Purchase Agreement, dated [●] (the “**Purchase Agreement**”), pursuant to which Sellers have agreed to sell, convey, transfer, assign and deliver to Assignee, and [Assignee together with any applicable Affiliated Designees]<sup>10</sup> have agreed to purchase from Sellers, all of their respective right, title and interest in, to and under all Trademarks included in the Acquired Intellectual Property, including without limitation those trademark registrations and applications for registration listed in Exhibit A (such Trademarks, the “**Transferred Marks**”), and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignor is the owner of the Transferred Marks and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, [Assignee]<sup>11</sup> will be, as of the Effective Date, the successor in interest to the business of Assignor to which the Transferred Marks pertain, and such business is ongoing and existing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire

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<sup>7</sup> **Note to Draft:** To duplicate the short-form and replace Assignor with each Assignor listed as a record owner of the Trademarks under Schedule 2.1(a)(i) to the Purchase Agreement (or the record owner of any other registered or applied-for Trademarks included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(i)).

<sup>8</sup> **Note to Draft:** Prior to the Closing, Transform Holdco LLC may designate (i) itself as Assignee, (ii) itself and an Affiliated Designee to each receive a portion of the Transferred Marks, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and such assignee, (iii) itself and more than one Affiliated Designee to each receive a portion of the Transferred Marks, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and each such assignee or (iv) more than one Affiliated Designee to each receive a portion of the Transferred Marks, in which case, a separate short-form assignment agreement in the form hereof will be executed for each such Affiliate.

<sup>9</sup> **Note to Draft:** To adjust the party if Assignee is not Transform Holdco LLC.

<sup>10</sup> **Note to Draft:** If Assignee is not Transform Holdco LLC, this bracketed language should be replaced with “Transform Holdco LLC together with any applicable Affiliate Designees”.

<sup>11</sup> **Note to Draft:** To adjust the party if Assignee is not Transform Holdco LLC.

[Schedule 1 to IP Assignment Agreement]

right, title and interest in, to and under the Transferred Marks, and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment Agreement, in the Purchase Agreement, in the IP Assignment Agreement and in the other Transaction Documents, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor, as of the Effective Date, hereby irrevocably sells, conveys, transfers and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title and interest in, to and under the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation, (B) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Marks, (C) the right, if any, to claim priority based on the filing dates of the Transferred Marks under any Law, (D) the right to prosecute, register, maintain and defend the Transferred Marks before any public or private agency, office or registrar, (E) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Marks and (F) all other rights corresponding to the Transferred Marks throughout the respective countries in which Assignor holds rights in the Transferred Marks. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Cooperation. (A) Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Trademark Assignment Agreement and to perfect Assignee's title in, to and under the Transferred Marks.

(B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of this Trademark Assignment Agreement with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Trademark Assignment Agreement.

3. Recordation. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's right, title and interest in, to and under the Transferred Marks (including with any applicable Governmental Authorities) and for any and all costs, expenses and fees associated with the recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the Transferred Marks at the United States Patent and Trademark Office, and each of the corresponding entities or agencies in any applicable foreign countries or multinational authorities. Assignor and Assignee shall each pay its own costs with respect to any notarization, legalization and other equivalent actions required on such party's behalf for the execution and recordation of this Trademark Assignment Agreement and any other document provided pursuant to Section 2(A) hereof. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks, and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment Agreement.

4. Governing Law; Venue; Jury Trial. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment and all claims or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment) shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto. The venue and waiver of jury trial provisions of Section 13.8 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

5. General Provisions. All capitalized terms used in this Trademark Assignment Agreement and not defined herein shall have the meanings set forth in the Purchase Agreement. Whenever the word "including" is used in this Trademark Assignment Agreement, it shall be deemed to be followed by the words "without limitation" and whenever the word "or" is used in this Trademark Assignment Agreement, it is used in the inclusive sense of "and/or." This Trademark Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment Agreement. This Trademark Assignment Agreement, along with its Exhibit, the IP Assignment Agreement, the other Transaction Documents, the Purchase Agreement and the Schedules and Exhibits of the IP Assignment Agreement, the other Transaction Documents and the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Trademark Assignment Agreement may not be

amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment Agreement shall not waive any of its rights under such terms or provisions. Each of the parties shall be entitled to injunctive or other equitable relief to prevent or cure breaches of this Trademark Assignment Agreement and, in addition to any other remedy to which they are entitled at Law or in equity, to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which any party may be entitled at Law or in equity. This Trademark Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the Purchase Agreement and this Trademark Assignment Agreement, the provisions of the Purchase Agreement shall control.

**[Remainder of this page intentionally left blank]**

WHEREFORE, Assignor and Assignee have duly executed this Trademark Assignment Agreement on the date indicated below.

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNOR**

By \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_ )  
ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNEE**

By \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**TRANSFERRED MARKS<sup>12</sup>**

<b>Trademark</b>	<b>Owner</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>

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<sup>12</sup> **Note to Draft:** Exhibit A shall be populated with those Trademarks listed on Schedule 2.1(a)(i) to the Purchase Agreement, provided that Exhibit A shall also include any registered or applied-for Trademarks included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(i).

## SCHEDULE 2

### FORM OF

### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, effective as of [●] (“**Effective Date**”), is between [●]<sup>13</sup> (“**Assignor**”) and [●]<sup>14</sup> (“**Assignee**”).

#### WITNESSETH:

WHEREAS, Sears Holdings Corporation, a corporation organized and existing under the laws of Delaware (“**SHC**”, together with each of its Subsidiaries party thereto, the “**Sellers**”) and [Assignee]<sup>15</sup> have entered into that certain Asset Purchase Agreement, dated [●] (the “**Purchase Agreement**”), pursuant to which Sellers have agreed to sell, convey, transfer, assign and deliver to Assignee, and [Assignee together with any applicable Affiliated Designees]<sup>16</sup> have agreed to purchase from Sellers, all of their respective right, title and interest in, to and under all patents and patent applications included in the Acquired Intellectual Property, including without limitation those patent and patent applications listed in Exhibit A (such patents and patent applications, the “**Transferred Patents**”);

WHEREAS, Assignor is the owner of the Transferred Patents; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in, to and under the Transferred Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Patent Assignment Agreement, in the Purchase Agreement, in the IP Assignment Agreement and in the other Transaction Documents, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

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<sup>13</sup> **Note to Draft:** To duplicate the short-form and replace Assignor with each Assignor listed as a record owner of the Patents under Schedule 2.1(a)(iii) to the Purchase Agreement (or the record owner of any other registered or applied-for Patents included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(iii)).

<sup>14</sup> **Note to Draft:** Prior to the Closing, Transform Holdco LLC may designate (i) itself as Assignee, (ii) itself and an Affiliated Designee to each receive a portion of the Transferred Patents, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and such assignee, (iii) itself and more than one Affiliated Designee to each receive a portion of the Transferred Patents, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and each such assignee or (iv) more than one Affiliated Designee to each receive a portion of the Transferred Patents, in which case, a separate short-form assignment agreement in the form hereof will be executed for each such Affiliate.

<sup>15</sup> **Note to Draft:** To adjust the party if Assignee is not Transform Holdco LLC.

<sup>16</sup> **Note to Draft:** If Assignee is not Transform Holdco LLC, this bracketed language should be replaced with “Transform Holdco LLC together with any applicable Affiliate Designees”.

1. Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor, as of the Effective Date, hereby irrevocably sells, conveys, transfers and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title and interest in, to and under the Transferred Patents, including the inventions claimed therein and any reissues, reexaminations, divisionals, continuations, continuations-in-part, extensions, provisionals, substitutions and counterparts of such Transferred Patents already granted and which may be granted therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Patents, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation or other violation, (B) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Patents, (C) the right, if any, to claim priority based on the filing dates of the Transferred Patents under any Law, including under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention and all other treaties of like purposes, (D) the right to prosecute, register, maintain and defend the Transferred Patents before any public or private agency, office or registrar, (E) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Patents and (F) all other rights corresponding to the Transferred Patents throughout the respective countries in which Assignor holds rights in the Transferred Patents. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Cooperation. (A) Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Patent Assignment Agreement and to perfect Assignee's title in, to and under the Transferred Patents.

(B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of this Patent Assignment Agreement with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Patent Assignment Agreement.

3. Recordation. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's right, title and interest in, to and under the Transferred Patents (including with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated with the recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the Transferred Patents at the United States Patent and Trademark Office, and each of the

corresponding entities or agencies in any applicable foreign countries or multinational authorities. Assignor and Assignee shall each pay its own costs with respect to any notarization, legalization and other equivalent actions required on such party's behalf for the execution and recordation of this Patent Assignment Agreement and any other document it is entitled to under Section 2(A) hereof. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Patents, and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Patent Assignment Agreement.

4. Governing Law; Venue; Jury Trial. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment and all claims or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment) shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.. The venue and waiver of jury trial provisions of Section 13.8 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

5. General Provisions. All capitalized terms used in this Patent Assignment Agreement and not defined herein shall have the meanings set forth in the Purchase Agreement. Whenever the word "including" is used in this Patent Assignment Agreement, it shall be deemed to be followed by the words "without limitation" and whenever the word "or" is used in this Patent Assignment Agreement, it is used in the inclusive sense of "and/or." This Patent Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Patent Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Patent Assignment Agreement. This Patent Assignment Agreement, along with its Exhibit, the IP Assignment Agreement, the other Transaction Documents, the Purchase Agreement and the Schedules and Exhibits of the IP Assignment Agreement, the other Transaction Documents and the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Patent Assignment Agreement may not be amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Patent Assignment Agreement shall not waive any of its rights under such terms or provisions. Each of the parties shall be entitled to injunctive or other equitable relief to prevent or cure breaches of this Patent Assignment Agreement and, in addition to any other remedy to which they are entitled at Law or in equity, to enforce

specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which any party may be entitled at Law or in equity. This Patent Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the Purchase Agreement and this Patent Assignment Agreement, the provisions of the Purchase Agreement shall control.

**[Remainder of this page intentionally left blank]**

WHEREFORE, Assignor and Assignee have duly executed this Patent Assignment Agreement on the date indicated below.

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNOR**

By \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_ )  
ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNEE**

By \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

**TRANSFERRED PATENTS**<sup>17</sup>

Patent	Owner	Application Number	Application Date	Patent Number	Issue Date

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<sup>17</sup> **Note to Draft:** Exhibit A shall be populated with those Patents listed on Schedule 2.1(a)(iii) to the Purchase Agreement Disclosure Schedules, provided that Exhibit A shall also include any issued or applied-for patents included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.01(a).

[Exhibit A to Patent Assignment Agreement]

### SCHEDULE 3

#### FORM OF

#### COPYRIGHT ASSIGNMENT AGREEMENT

This COPYRIGHT ASSIGNMENT AGREEMENT, effective as of [●] (“**Effective Date**”), is between [●]<sup>18</sup> (“**Assignor**”) and [●]<sup>19</sup> (“**Assignee**”).

#### WITNESSETH:

WHEREAS, Sears Holdings Corporation, a corporation organized and existing under the laws of Delaware (“**SHC**”, together with each of its Subsidiaries party thereto, the “**Sellers**”) and [Assignee]<sup>20</sup> have entered into that certain Kenmore Asset Purchase Agreement, dated [●] (the “**Purchase Agreement**”), pursuant to which Sellers have agreed to sell, convey, transfer, assign and deliver to Assignee, and [Assignee together with any applicable Affiliated Designees]<sup>21</sup> have agreed to purchase from Sellers, all of their respective right, title and interest in, to and under all copyright registrations and applications for registration included in the Acquired Intellectual Property, including without limitation those copyright registrations and applications for registration listed in Exhibit A (such copyrights, the “**Transferred Copyrights**”);

WHEREAS, Assignor is the owner of the Transferred Copyrights; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in, to and under the Transferred Copyrights.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Copyright Assignment Agreement, in the Purchase Agreement, in the IP Assignment Agreement and in the other Transaction Documents, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor, as of the Effective Date, hereby irrevocably sells, conveys,

<sup>18</sup> **Note to Draft:** To duplicate the short-form and replace Assignor with each Assignor listed as a record owner of the Copyrights under Schedule 2.1(a)(iv) to the Purchase Agreement (or the record owner of any other registered or applied-for Copyrights included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(iv)).

<sup>19</sup> **Note to Draft:** Prior to the Closing, Transform Holdco LLC may designate (i) itself as Assignee, (ii) itself and an Affiliated Designee to each receive a portion of the Transferred Copyrights, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and such assignee, (iii) itself and more than one Affiliated Designee to each receive a portion of the Transferred Copyrights, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and each such assignee or (iv) more than one Affiliated Designee to each receive a portion of the Transferred Copyrights, in which case, a separate short-form assignment agreement in the form hereof will be executed for each such Affiliate.

<sup>20</sup> **Note to Draft:** To adjust the party if Assignee is not Transform Holdco LLC.

<sup>21</sup> **Note to Draft:** If Assignee is not Transform Holdco LLC, this bracketed language should be replaced with “Transform Holdco LLC together with any applicable Affiliate Designees”.

transfers and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title and interest in, to and under the Transferred Copyrights, and any renewals or extensions thereof, all registrations that have been or may be granted thereon, all applications for registration, together with all rights derived therefrom, including all statutory and contractual rights and any moral rights that Assignor has the ability to assign, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Copyright Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Copyrights, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation or other violation, (B) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Copyrights, (C) the right to prosecute, register, maintain and defend the Transferred Copyrights before any public or private agency, office or registrar, (D) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Copyrights and (E) all other rights corresponding to the Transferred Copyrights throughout the respective countries in which Assignor holds rights in the Transferred Copyrights. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Cooperation. (A) Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Copyright Assignment Agreement and to perfect Assignee's title in, to and under the Transferred Copyrights.

(B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of this Copyright Assignment Agreement with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Copyright Assignment Agreement.

3. Recordation. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to record or perfect Assignee's right, title and interest in, to and under the Transferred Copyrights (including with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated with the recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the Transferred Copyrights at the U.S. Copyright Office, and each of the corresponding entities or agencies in any applicable foreign countries or multinational authorities. Assignor and Assignee shall each pay its own costs with respect to any notarization, legalization and other equivalent actions required on such party's behalf for the execution and recordation of this Copyright Assignment Agreement and any other document it is entitled to under Section 2(A) hereof. Assignor hereby authorizes the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Copyrights, and to

deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Copyright Assignment Agreement, including Certificates of Copyright in the Transferred Copyrights.

4. Governing Law; Venue; Jury Trial. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment and all claims or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment) shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.. The venue and waiver of jury trial provisions of Section 13.8 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

5. General Provisions. All capitalized terms used in this Copyright Assignment Agreement and not defined herein shall have the meanings set forth in the Purchase Agreement. Whenever the word "including" is used in this Copyright Assignment Agreement, it shall be deemed to be followed by the words "without limitation" and whenever the word "or" is used in this Copyright Assignment Agreement, it is used in the inclusive sense of "and/or." This Copyright Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Copyright Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Copyright Assignment Agreement. This Copyright Assignment Agreement, along with its Exhibit, the IP Assignment Agreement, the other Transaction Documents, the Purchase Agreement and the Schedules and Exhibits of the IP Assignment Agreement, the other Transaction Documents and the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Copyright Assignment Agreement may not be amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Copyright Assignment Agreement shall not waive any of its rights under such terms or provisions. Each of the parties shall be entitled to injunctive or other equitable relief to prevent or cure breaches of this Copyright Assignment Agreement and, in addition to any other remedy to which they are entitled at Law or in equity, to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which any party may be entitled at Law or in equity. This Copyright Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the Purchase Agreement and this Copyright Assignment Agreement, the provisions of the Purchase Agreement shall control.

**[Remainder of this page intentionally left blank]**

WHEREFORE, Assignor and Assignee have duly executed this Copyright Assignment Agreement on the date indicated below.

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNOR**

By \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_ )  
ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNEE**

By \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

**TRANSFERRED COPYRIGHTS**<sup>22</sup>

Copyright	Owner	Application Number	Application Date	Registration Number	Registration Date

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<sup>22</sup> **Note to Draft:** Exhibit A shall be populated with those Copyrights listed on Schedule 2.1(a)(iv) to the Purchase Agreement, provided that Exhibit A shall also include any registered or applied-for Copyright included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(iv).

## SCHEDULE 4

### FORM OF

### DOMAIN NAME ASSIGNMENT AGREEMENT

This DOMAIN NAME ASSIGNMENT AGREEMENT, effective as of [●] (“**Effective Date**”), is between [●]<sup>23</sup> (“**Assignor**”) and [●]<sup>24</sup> (“**Assignee**”).

#### WITNESSETH:

WHEREAS, Sears Holdings Corporation, a corporation organized and existing under the laws of Delaware (“**SHC**”, together with each of its Subsidiaries party thereto, the “**Sellers**”) and [Assignee]<sup>25</sup> have entered into that certain Asset Purchase Agreement, dated [●] (the “**Purchase Agreement**”), pursuant to which Sellers have agreed to sell, convey, transfer, assign and deliver to Assignee, and [Assignee together with any applicable Affiliated Designees]<sup>26</sup> have agreed to purchase from Sellers, all of their respective right, title and interest in, to and under all Internet domain names included in the Acquired Intellectual Property, including without limitation those Internet domain names listed in Exhibit A (such Domain Names, the “**Transferred Domain Names**”);

WHEREAS, Assignor is the registered owner of the Transferred Domain Names; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to sell, convey, transfer, assign and deliver to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in, to and under the Transferred Domain Names.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Domain Names Assignment Agreement, in the Purchase Agreement, in the IP Assignment Agreement and in the other Transaction Documents, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor, as of the Effective Date, hereby irrevocably sells, conveys, transfers and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts,

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<sup>23</sup> **Note to Draft:** To duplicate the short-form and replace Assignor with each Assignor listed as a record owner of the Domain Names under Schedule 2.1(a)(v) to the Purchase Agreement (or the record owner of any other Domain Names included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(v)).

<sup>24</sup> **Note to Draft:** Prior to the Closing, Transform Holdco LLC may designate (i) itself as Assignee, (ii) itself and an Affiliated Designee to each receive a portion of the Transferred Domain Names, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and such assignee, (iii) itself and more than one Affiliated Designee to each receive a portion of the Transferred Domain Names, in which case, a separate short-form assignment agreement in the form hereof will be executed for each of Transform Holdco LLC and each such assignee or (iv) more than one Affiliated Designee to each receive a portion of the Transferred Domain Names, in which case, a separate short-form assignment agreement in the form hereof will be executed for each such Affiliate.

<sup>25</sup> **Note to Draft:** To adjust the party if Assignee is not Transform Holdco LLC.

<sup>26</sup> **Note to Draft:** If Assignee is not Transform Holdco LLC, this bracketed language should be replaced with “Transform Holdco LLC together with any applicable Affiliate Designees”.

Assignor's entire right, title and interest in, to and under the Transferred Domain Names, together with all rights derived therefrom, including statutory and contractual rights, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Domain Name Assignment Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Domain Names (B) all rights to collect past and future income, royalties, damages and other payments nor or hereafter due or payable under or on account of any of the Transferred Domain Names, (C) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Domain Names and (D) all other rights corresponding to the Transferred Domain Names. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Cooperation. (A) Assignor shall, at its expense, timely take all reasonable actions and execute and deliver all documents (including affidavits, testimonies, declarations, oaths, samples, exhibits and specimens) that Assignee may reasonably request to effect the terms of this Domain Name Assignment Agreement and to assist Assignee in changing the registrant, technical and administrative contact information for the Transferred Domain Names with the applicable domain name registrars to such information of Assignee's choice (including, without limitation, by delivering to Assignee any and all applicable user names and passwords for any accounts related to the Transferred Domain Names to enable Assignee to assume control of the Transferred Domain Names) and in obtaining, securing, maintaining and enforcing its rights in, to and under the Transferred Domain Names worldwide.

(B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to effect the terms of this Domain Name Assignment Agreement with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Domain Name Assignment Agreement.

3. Governing Law; Venue; Jury Trial. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment and all claims or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment) shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto. The venue and waiver of jury trial provisions of Section 13.8 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

4. General Provisions. All capitalized terms used in this Domain Name Assignment Agreement and not defined herein shall have the meanings set forth in the Purchase Agreement. Whenever the word “including” is used in this Domain Name Assignment Agreement, it shall be deemed to be followed by the words “without limitation” and whenever the word “or” is used in this Domain Name Assignment Agreement, it is used in the inclusive sense of “and/or.” This Domain Name Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Domain Name Assignment Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Domain Name Assignment Agreement. This Domain Name Assignment Agreement, along with its Exhibit, the IP Assignment Agreement, the other Transaction Documents, the Purchase Agreement and the Schedules and Exhibits of the IP Assignment Agreement, the other Transaction Documents and the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the subject matter hereof. This Domain Name Assignment Agreement may not be amended, modified, supplemented, changed or waived in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Domain Name Assignment Agreement shall not waive any of its rights under such terms or provisions. Each of the parties shall be entitled to injunctive or other equitable relief to prevent or cure breaches of this Domain Name Assignment Agreement and, in addition to any other remedy to which they are entitled at Law or in equity, to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which any party may be entitled at Law or in equity. This Domain Name Assignment Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the Purchase Agreement and this Domain Name Assignment Agreement, the provisions of the Purchase Agreement shall control.

**[Remainder of this page intentionally left blank]**

WHEREFORE, Assignor and Assignee have duly executed this Domain Name Assignment Agreement on the date indicated below.

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNOR**

By \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_ )  
ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNEE**

By \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**TRANSFERRED DOMAIN NAMES<sup>27</sup>**

Domain Name

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<sup>27</sup> **Note to Draft:** Exhibit A shall be populated with those Domain Names listed on Schedule 2.1(a)(v) to the Purchase Agreement, provided that Exhibit A shall also include any registered or applied-for Domain Names included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(v).

**Exhibit C**

**FORM OF**

**POWER OF ATTORNEY**

[•]<sup>1</sup> (“Assignor”) hereby appoints Transform Holdco LLC (“**Assignee**”) and its successors, assigns and transferees (such appointment being coupled with an interest) as its true and lawful agent and attorney-in-fact, with the authority and the full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the assignment, transfer, conveyance and delivery to Assignee of all intellectual property owned by Assignor, including the trademark registrations and applications set forth on Schedule A (the “**Listed Trademarks**”), the patents and patent applications set forth on Schedule B (the “**Listed Patents**”), the copyright registrations and applications set forth on Schedule C (the “**Listed Copyrights**”), the domain names set forth on Schedule D (the “**Listed Domain Names**”), the social media accounts, identifiers and handles set forth on Schedule E (the “**Listed Media Accounts**”) and the trade names, fictitious business names, corporate names and d/b/a names set forth on Schedule F (the “**Listed Business Names**”). This Power of Attorney includes the authority to delegate, and to appoint attorneys and agents.

This document is effective as of [•]<sup>2</sup>. This Power of Attorney does not prevent or restrict Assignor in any manner from acting on its own behalf with respect to taking and executing any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the assignment, transfer, conveyance and delivery to Assignee of all such intellectual property.

Assignor hereby ratifies and confirms whatever Assignee does or purports to do in good faith in the exercise of any power conferred by this Power of Attorney. Assignor declares that a person who deals with Assignee may accept a written statement signed by Assignee, its delegates,

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<sup>1</sup> **Note to Draft:** To duplicate this Power of Attorney and replace Assignor with each Assignor listed as a record owner of the Trademarks, Patents, Copyrights, Domain Names and Media Accounts set forth Schedule 2.1(a) to the Purchase Agreement (or the record owner of any other registered, issued or applied-for Intellectual Property included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)).

<sup>2</sup> **Note to Draft:** The effective date of this Power of Attorney shall be the Closing Date.

attorneys, or agents, to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

Assignee hereby agrees to indemnify, defend and hold harmless Assignor, for so long as Assignor is in existence, from and against any and all losses resulting from third party claims that arise out of Assignee's acts in the exercise of any power conferred solely by this Power of Attorney.

WHEREFORE, Assignor has duly executed this Power of Attorney on the date indicated below.

Date: \_\_\_\_\_, \_\_\_\_\_

**ASSIGNOR**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

[Signature Page to Power of Attorney]

FILED DATE: 5/19/2021 1:27 PM 2020L012403

**Schedule A**

**LISTED TRADEMARKS<sup>3</sup>**

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<sup>3</sup> **Note to Draft:** Schedule A shall be populated with those Trademarks listed on Schedule 2.1(a)(i) to the Purchase Agreement, provided that Schedule A shall also include any registered or applied-for Trademark included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(i).

[Schedule A to Power of Attorney]

**Schedule B**

**LISTED PATENTS<sup>4</sup>**

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<sup>4</sup> **Note to Draft:** Schedule B shall be populated with those Patents listed on Schedule 2.1(a)(iii) to the Purchase Agreement, provided that Schedule B shall also include any issued or applied-for Patent included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(iii).

[Schedule B to Power of Attorney]

**Schedule C**

**LISTED COPYRIGHTS<sup>5</sup>**

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<sup>5</sup> **Note to Draft:** Schedule C shall be populated with those Copyrights listed on Schedule 2.01(a)(iv) to the Purchase Agreement, provided that Schedule C shall also include any registered or applied-for Copyright included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(iv).

[Schedule C to Power of Attorney]

**Schedule D**

**LISTED DOMAIN NAMES<sup>6</sup>**

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<sup>6</sup> **Note to Draft:** Schedule D shall be populated with those Domain Names listed on Schedule 2.1(a)(v) to the Purchase Agreement, provided that Schedule D shall also include any Domain Names included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(v).

[Schedule D to Power of Attorney]

**Schedule E**

**LISTED MEDIA ACCOUNTS<sup>7</sup>**

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<sup>7</sup> **Note to Draft:** Schedule E shall be populated with those Media Accounts listed on Schedule 2.1(a)(vi) to the Purchase Agreement, provided that Schedule E shall also include any Media Accounts included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(vi).

[Schedule E to Power of Attorney]

**Schedule F**

**LISTED BUSINESS NAMES<sup>8</sup>**

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<sup>8</sup> **Note to Draft:** Schedule F shall be populated with those Business Names listed on Schedule 2.1(a)(ii) to the Purchase Agreement, provided that Schedule F shall also include any Business Names included in the Acquired Intellectual Property identified after signing and not listed on Schedule 2.1(a)(ii).

[Schedule F to Power of Attorney]

**Exhibit D**

**OCCUPANCY AGREEMENT**

**THIS OCCUPANCY AGREEMENT** ("**Occupancy Agreement**") is effective as of the [●] day of [●], 2018, by and between Sears Holdings Corporation, a Delaware corporation ("**Licensor**") and [●] ("**Licensee**").

**RECITALS:**

A. Licensor and Licensee are parties to that certain Asset Purchase Agreement dated as of [●], 2018 (the "**Purchase Agreement**") pursuant to which the Licensor agreed to sell to the Licensee the Designation Rights and the Acquired Assets and to transfer to Licensee the Assumed Liabilities and the Licensee agreed to purchase from the Licensor the Designation Rights and the Acquired Assets and to assume from the Licensor the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

B. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

C. The transactions contemplated by the Purchase Agreement were consummated on the date hereof ("**Closing Date**");

D. Prior to the Closing Date, the Business and one or more affiliates of Licensor occupied the Leased Properties related to the Designatable Leases.

E. Pursuant to Section 5.1(c) of the Purchase Agreement, the operation of the Lease Premises for each of the Leased Properties associated with the (x) Operating Leased Stores during the Designation Rights Period and (y) GOB Leased Stores following the end of the applicable GOB Period for each such GOB Leased Stores until the end of the Designation Rights Period (collectively, the "**Occupancy Leased Premises**") will be governed by the terms of this Occupancy Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, Licensor and Licensee do hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee an exclusive license to use and occupy the Occupancy Leased Premises during the Term (as defined below). It is hereby specifically acknowledged and agreed to by both Licensor and Licensee that this

Occupancy Agreement is not intended to negate or supersede the terms of the Purchase Agreement nor are the terms of the Purchase Agreement intended to negate or supersede the terms of this Occupancy Agreement, and to the extent of any conflict, the terms of the Purchase Agreement shall govern and control.

2. Use.

(a) The Occupancy Leased Premises may be used by Licensee in a manner that is substantially similar to the manner in which the Occupancy Leased Premises were used for the operation of the Business immediately prior to the Closing Date; provided, that for the avoidance of doubt, Licensee shall not be required to conduct business in the GOB Leased Stores in any manner following the end of the GOB Period. Subject to the terms of the Purchase Agreement, Licensee shall comply with all federal, state and local governmental laws, rules, regulations and ordinances applicable to Licensee's use and/or occupancy of the Occupancy Leased Premises during the Term (collectively, the "Applicable Laws") and with any leases or other agreements affecting Licensor's rights with respect to the Occupancy Leased Premises. During the Designation Rights Period, Licensee will be permitted to operate the Occupancy Leased Premises pursuant to this Occupancy Agreement.

3. Term. The term of this Occupancy Agreement (the "Term") shall, with respect to each Operating Leased Store commence on the Closing Date and with respect to each GOB Leased Store commence on the day immediately following the end of the GOB Period, and shall, in each case, expire with respect to each Occupancy Leased Premises upon the expiration of the Designation Rights Period as set forth in the Purchase Agreement.

4. Consideration. Licensee shall not have any obligation to pay any compensation to Licensor for the use and/or occupancy of the Occupancy Leased Premises during the Term other than that set forth in the Purchase Agreement.

5. Expenses; Condition of Occupancy Leased Premises. Licensee shall pay directly (or reimburse Licensor) for all Expenses incurred in connection with the Occupancy Leased Premises during the Term solely in accordance with Section 5.1(b) the Purchase Agreement. Licensee agrees, at its sole cost and expense, to (i) repair any damage to the Occupancy Leased Premises that arises as a result of a casualty event occurring during the Term and (ii) maintain the Occupancy Leased Premises during the Term in a condition substantially similar to that existing as of the Closing Date; provided, that for the avoidance of doubt, Licensee shall not be required to conduct business in the GOB Leased Stores in any manner following the end of the GOB Period.

6. Alterations. During the Term, Licensee shall not make any material alterations to or undertake any material construction at the Occupancy Leased Premises, including modifications to the exterior of the building and signage, without the prior written approval of Licensor, such approval not to be unreasonably withheld, delayed or conditioned.

7. Liens. During the Term, Licensee shall keep the Occupancy Leased Premises and appurtenant easements free from any liens (other than Permitted Post-Closing Encumbrances) for any labor or material furnished to Licensee in connection with any work performed at the Occupancy Leased Premises by Licensee or its contractors or agents during the Term, except that Licensee shall have the right to contest the validity or amount of any such lien provided that Licensee shall maintain adequate reserves with respect to the same contest, to the extent required in accordance with GAAP.

8. Surrender. If the Designatable Lease for any Occupancy Leased Premises does not become designated for assumption and assignment pursuant to a Buyer Assumption Notice on or before the end of the Designation Rights Period in accordance with [Section 5.2] of the Purchase Agreement, then upon expiration of the Term, Licensee shall remove all Acquired Inventory and other personal property from the Occupancy Leased Premises prior to expiration of the Term and shall deliver possession of the Occupancy Leased Premises to Licensors with all Inventory and other personal property removed and otherwise in substantially the same condition as existed on the Closing Date. Any Licensee's property left on the Occupancy Leased Premises after expiration of the Term shall be deemed abandoned and Licensors shall have no Liability with respect thereto and Licensors may dispose of and/or demolish any such property without compensation to Licensee.

9. As Is. Subject to the terms of the Purchase Agreement, Licensee hereby acknowledges that Licensee accepts the Occupancy Leased Premises in "AS IS" condition without any representation or warranty of any kind. Licensee has performed and is relying solely on its own investigation or independent inquiries as to the condition of the Occupancy Leased Premises or Licensee has elected to waive any right to perform its own investigation or independent inquiries as to the condition of the Occupancy Leased Premises and agrees that, except as set forth in the Purchase Agreement, Licensee is not relying on any representation of Licensors regarding the physical condition of the Occupancy Leased Premises, any environmental matters affecting the Occupancy Leased Premises or regarding the suitability of the Occupancy Leased Premises for any particular purpose. [Subject to the terms of the Purchase Agreement, ]Licensee agrees to accept the Property from Licensors in such condition.

10. Risk of Loss. Licensee shall bear the responsibility and Liability for any loss of or damage to any Inventory or any of Licensee's property located at, on or about the Occupancy Leased Premises during the Term.

11. Insurance, Indemnity.

(a) Licensors shall have the sole obligation to maintain insurance with respect to the Occupancy Leased Premises during the Term and during the Term Licensors shall maintain casualty, Liability and other insurance with respect to the Occupancy Leased Premises that is substantially similar to the insurance coverage maintained by Licensors with respect to the Occupancy Leased Premises prior to the date of the Purchase Agreement.

(b) Licensee shall indemnify and hold Licensor and Licensor's parents, subsidiaries and affiliated companies and their respective officers, directors, shareholders, agents, employees, invitees, customers, guests, contractors or subcontractors (collectively, "Licensor Parties") harmless from and against all claims, actions, losses, damages, costs and expenses (including without limitation all reasonable attorney's fees and court costs), and Liabilities (except those caused by the willful misconduct or grossly negligent acts or omissions of Licensor after the Closing Date), arising out of Licensee's use and occupancy of the Occupancy Leased Premises, including without limitation, any of same arising out of actual or alleged injury to or death of any person or loss of or damage to property in or on the Occupancy Leased Premises, in each case solely during the Term. The terms of this paragraph shall survive the termination of this Occupancy Agreement.

12. Destruction (Fire or Other Cause) and Eminent Domain. In the event of casualty or taking of all of any part of the Occupancy Leased Premises under the power of eminent domain, all insurance recoveries and all warranty and condemnation proceeds received or receivable during the Term with respect to such Occupancy Leased Premises shall be held in escrow with a depository institution selected by Licensor and Licensee solely in their reasonable discretion, and immediately following the Designation Rights Period, such depository institution shall either (i) pay any such recoveries or proceeds to Licensee to the extent relating to any Designatable Lease that is an Acquired Lease or (ii) pay any such recoveries or proceeds to Licensor to the extent relating to any Designatable Lease that is not an Acquired Lease. During the Term, Licensee will use commercially reasonable efforts to provide Licensor with prompt notice of any Casualty/Condemnation Event.

13. Assignment. Except as otherwise provided in the Purchase Agreement, during the Term of this Occupancy Agreement, Licensee shall not assign this Occupancy Agreement or further license the use and/or occupancy of all or any part of the Occupancy Leased Premises.

14. Notices. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered (a) in person, (b) via e-mail or (c) by a nationally recognized courier for overnight delivery service. A notice or communication shall be deemed to have been effectively given (i) if in person, upon personal delivery to the Party to whom the notice is directed, (ii) if via e-mail, on the date of successful transmission and (iii) if by nationally recognized courier, one Business Day after delivery to such courier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If to Licensee:	Sears Holdings Corporation 3333 Beverly Road, Dept. 824RE Hoffman Estates, Illinois 60179 Attn: General Counsel; Senior Vice President and President, Real Estate
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Email: counsel@searshc.com; [●]

Copy to (which shall not constitute notice): Sears Holdings Corporation  
 3333 Beverly Road, Dept. 824RE  
 Hoffman Estates, Illinois 60179  
 Attn: Associate General Counsel, Real Estate  
 Email: [●]

Weil, Gotshal & Manges LLP  
 767 Fifth Avenue  
 New York, New York 10153  
 Attention: Ray C. Schrock, P.C., Ellen J.  
 Odoner, Gavin Westerman and Sunny Singh  
 E-mail: Ray.Schrock@weil.com;  
 Ellen.Odoner@weil.com;  
 Gavin.Westerman@weil.com;  
 Sunny.Singh@weil.com

If to Licensor: [●]

Copy to (which shall not constitute notice): Cleary Gottlieb Steen & Hamilton LLP  
 One Liberty Plaza  
 New York, NY 10006  
 Attention: Christopher E. Austin, Benet J.  
 O'Reilly, Sean A. O'Neal and Joseph  
 Lanzkron  
 E-mail: caustin@cgsh.com;  
 boreilly@cgsh.com; [soneal@cgsh.com](mailto:soneal@cgsh.com),  
[jlantzkrn@cgsh.com](mailto:jlantzkrn@cgsh.com)

or to any other address furnished in writing by either party, provided that, any change of address furnished shall comply with the notice requirements of this Section 14.

15. Licensor Access. During the Term of this Occupancy Agreement, Licensor shall only be permitted access to the Occupancy Leased Premises in the event of an emergency or as otherwise reasonably requested by Licensor by reasonable notice to Licensee, provided that there is no unreasonable interference with Licensee's use and occupancy of the Occupancy Leased Premises (taking into account the nature of the emergency).

16. Miscellaneous.

(c) Voluntary Agreement. The parties have read this Occupancy Agreement and the mutual releases contained in it, and on advice of counsel they have freely and voluntarily entered into this Occupancy Agreement.

(d) Governing Law. This Occupancy Agreement shall be construed and enforceable in accordance with the laws indicated in Section 13.8(a) of the Purchase Agreement. Any lawsuit brought by Licensor or Licensee against the other must comply with the requirements of [Section 13.7] of the Purchase Agreement.

(e) Consent to Jurisdiction. Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Occupancy Agreement and to decide any claims or disputes which may be based upon, arise out of or relate to this Occupancy Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding; provided, however, that, if the Bankruptcy Case is closed, all Proceedings based upon, arising out of or relating to this Occupancy Agreement shall be heard and determined in a Delaware state court or a federal court sitting in the State of Delaware, and the parties hereby (a) irrevocably and unconditionally submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Proceeding in the United States District Court for the District of Delaware) with respect to all Proceedings based upon, arising out of or relating to this Occupancy Agreement and the transactions contemplated hereby (whether in contract or in tort, in law or in equity or granted by statute); (b) agree that all claims with respect to any such Proceeding shall be heard and determined in such courts and agrees not to commence any Proceeding relating to this Occupancy Agreement or the transactions contemplated hereby (whether in contract or in tort, in law or in equity or granted by statute) except in such courts; (c) irrevocably and unconditionally waive any objection to the laying of venue of any Proceeding based upon, arising out of or relating to this Occupancy Agreement or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum; and (d) agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The Parties agree that any violation of this Section 16(b) shall constitute a material breach of this Occupancy Agreement and shall constitute irreparable harm. Notwithstanding anything to the contrary contained in this Occupancy Agreement or in the Purchase Agreement, each of the Parties agrees that it will not bring or support any person in any Proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any of the Debt Financing Sources in any way relating to this Occupancy Agreement or the Purchase Agreement or any of the transactions contemplated by either, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, in any forum other than the federal and New York state courts located in the Borough of Manhattan within the City of New York and any appellate courts therefrom. The Debt Financing Sources are intended third party beneficiaries of this Section 16(b).

(f) WAIVER OF TRIAL BY JURY; INJUNCTION. LICENSOR AND LICENSEE EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY BASED UPON, ARISING OUT OF OR RELATING TO THIS OCCUPANCY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT OR IN TORT, IN LAW OR IN EQUITY OR GRANTED BY STATUTE). EACH OF LICENSOR AND LICENSEE (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER SUCH PARTY HAVE BEEN INDUCED TO ENTER INTO THIS OCCUPANCY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16(c). THE DEBT FINANCING SOURCES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION 16(c).

(g) Agreements. This Occupancy Agreement together with the Purchase Agreement and the other Transaction Documents constitutes the entire agreement between Licensee and Licensor with respect to the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Occupancy Leased Premises other than those herein and therein set forth. Nothing in this Occupancy Agreement shall alter any Liability arising under the Purchase Agreement. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Occupancy Agreement, the provisions of the Purchase Agreement shall govern.

(h) Amendment; Waiver. No amendment, modification or discharge of this Occupancy Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by Licensee and Licensor. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Licensee or Licensor of a breach of or a default under any of the provisions of this Occupancy Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Occupancy Agreement or to exercise any right or privilege hereunder shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. No course of dealing between or among the parties shall be deemed effective to modify, amend or discharge any part of this Occupancy Agreement or any rights to payment of any party under or by reason of this Occupancy Agreement.

(i) Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Occupancy Agreement.

(j) Binding Effect. All of the provisions of this Occupancy Agreement are hereby made binding upon and shall inure to the benefit of the personal representatives, heirs, successors, and assigns of both parties hereto.

(k) Counterparts. This Agreement may be executed in any number of counterparts (including via electronic transmission in portable document format (pdf)) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Occupancy Agreement. This Occupancy Agreement shall become effective when, and only when, each party shall have received a counterpart hereof signed by the other party. Delivery of an executed counterpart hereof by means of electronic transmission in portable document format (pdf) shall have the same effect as delivery of a physically executed counterpart in person.

(l) Construction. This Occupancy Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Occupancy Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both Licensor and Licensee have contributed substantially and materially to the preparation to this Occupancy Agreement.

(m) Time is of the Essence. Time is of the essence with respect to the timeliness of all obligations of Licensor and Licensee under this Occupancy Agreement.

(n) No Recording. Neither Licensor nor Licensee shall record this Occupancy Agreement.

(o) Exculpation. Notwithstanding anything to the contrary contained herein, no officer, director, shareholder, employee, agent, manager, member or partner of Licensor or Licensee or any other Non-Recourse Party shall have any personal Liability with respect to any of the obligations contained herein. The provisions of this Section 16(n) shall survive the expiration of the Designation Rights Period or any earlier termination of this Occupancy Agreement.

(p) Savings Clause. To the extent any agreement to which Licensor or its Subsidiaries is a party prohibits or limits the ability of Licensor to enter into this Occupancy Agreement or limits the rights which may be granted pursuant to this Occupancy Agreement, then the rights granted pursuant to this Occupancy Agreement will automatically and without further action be limited to the maximum rights that may be granted in compliance with such other agreement and Licensor and Licensee will cooperate in all reasonable respects in order to grant to Licensee the material benefits intended to be provided pursuant to this Occupancy Agreement and remain in compliance with such other agreement.

(q) 17. Severability. The provisions of this Occupancy Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Occupancy Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry

out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Occupancy Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

*[Signatures Appear on Following Page.]*

**LICENSEE:**

[\_\_\_\_\_] , a [\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

[Signature Page to Occupancy Agreement]

[AM\_ACTIVE 401039999\_2]

**LICENSOR:**

[SEARS HOLDINGS CORPORATION, a  
Delaware corporation]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

[Signature Page to Occupancy Agreement]

[AM\_ACTIVE 401039999\_2]

**Exhibit E**

**FORM ASSIGNMENT AND ASSUMPTION OF LEASE**

**Sears Store #[\_\_\_\_\_] – [City], [State]**

Between

[\_\_\_\_\_]

as Assignor

and

**Transform Holdco LLC,**

a Delaware Limited Liability Company

as Assignee

Dated: [\_\_\_\_\_, 2019]

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and [\_\_\_\_\_, a \_\_\_\_\_] ("Assignor") and Transform Holdco LLC, a Delaware Limited Liability Company ("Assignee" and together with Assignor, individually a "Party" and collectively, the "Parties").

### **RECITALS**

WHEREAS, Assignor is a direct or indirect subsidiary of Sears Holdings Corporation, a Delaware corporation ("Sears");

WHEREAS, Sears and Assignee are parties to that certain Asset Purchase Agreement dated as of [\_\_\_\_\_, 2019 (the "Purchase Agreement") (capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement);

WHEREAS, Assignor, as tenant, is a party to that certain lease agreement described in **Exhibit A** attached hereto and incorporated herein by reference (the "Assumed Lease"); and

WHEREAS, pursuant to the Assumed Lease, Assignor leases space within certain premises (the "Demised Premises"), as more particularly described in the Assumed Lease; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed that Assignor or one or more of its subsidiaries shall sell, convey, transfer and assign certain assets and liabilities, including the Assumed Lease and, subject to the provisions of the Purchase Agreement, all liabilities arising thereunder, to the extent such liabilities arise or accrue on or after the date hereof (the "Assumed Lease Liabilities"), and Assignee has agreed that Assignee shall purchase the Assumed Lease and assume the Assumed Lease Liabilities.

WHEREAS, subject to the provisions of the Purchase Agreement, Assignor shall retain and remain responsible for all liabilities arising under the Assumed Lease, solely to the extent such liabilities arise or accrue prior to the date hereof (the "Excluded Lease Liabilities").

WHEREAS, pursuant to this Assignment, Assignee shall assume and become responsible for the Assumed Lease and the Assumed Lease Liabilities.

NOW, THEREFORE, in consideration of the Demised Premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto desire to enter into this Assignment on the terms set forth herein.

Intending to be legally bound, the Parties hereto agree as follows:

1. The recitals set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.
2. Effective as of the date hereof, Assignor does hereby irrevocably grant, bargain, sell, assign, transfer and set over unto Assignee and Assignee hereby purchases, acquires, and accepts from Assignor, all of Assignor's right, title and interest in and to and its obligations under the Assumed Lease. Effective as of the date hereof, Assignee hereby assumes and becomes responsible for all

of the Assumed Lease Liabilities, but not the Excluded Lease Liabilities, and does hereby assume and agree to perform all of the obligations of Landlord under the Assumed Lease.

3. Assignor and the Assignee shall, and shall cause their respective affiliates to execute, acknowledge and deliver all further conveyances, notices, assumptions, releases, consents, assurances, powers of attorney and such other instruments, and shall take such further actions, as may reasonably be necessary or appropriate to assure fully to the Assignee and its respective successors or permitted assigns, all of the Assignor's rights, titles and interests in, to and under, the Assumed Lease, and to assure fully to Assignor and its affiliates and their respective successors and permitted assigns, the assumption of the Assumed Lease Liabilities and to otherwise make effective and carry out the purpose and intent of this Assignment.
4. This Assignment shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and permitted assigns.
5. Each party hereto represents and warrants that it has full authority to enter into and perform this Assignment without the consent or approval of any other person or entity and it has the full and complete authority to bind such party.
6. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which, collectively, shall be deemed to constitute one and the same Assignment. This Assignment may also be executed by .pdf file transmission via electronic mail, and .pdf file signatures shall have the same force and effect as originals, provided however, any party delivering a .pdf file signature will, upon request by the receiving party, deliver an original signature.
7. No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
8. This Assignment is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.
9. This Assignment shall be governed by the Laws of the state in which the Demised Premises are located, except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

*[The remainder of this page is intentionally left blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

**ASSIGNOR:**

[\_\_\_\_\_]
a [\_\_\_\_\_]

By: \_\_\_\_\_
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

**ASSIGNEE:**

**Transform Holdco LLC,**  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**The Assumed Lease**

Lease dated [ ] by and between [ ], as Landlord, and [ ],  
as Tenant, as the same may have been heretofore amended.

**Exhibit F**

**SELLER RETAINED OCCUPANCY AGREEMENT**

**THIS SELLER RETAINED OCCUPANCY AGREEMENT** (“Occupancy Agreement”) is effective as of the [●] day of [●], 2019, by and between [●] (“Licensor”) and [Sears Holdings Corporation, a Delaware corporation] (“Licensee”).

**RECITALS:**

A. Licensor and Licensee are parties to that certain Asset Purchase Agreement dated as of [●], 2019 (the “Purchase Agreement”) pursuant to which the Licensee agreed to sell to the Licensor (or an affiliate of Licensor) the Acquired Assets and to transfer to Licensor (or an affiliate of Licensor) the Assumed Liabilities and the Licensor (or an affiliate of Licensor) agreed to purchase from the Licensee the Acquired Assets and to assume from the Licensee the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

B. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

C. Prior to the Closing Date, the Business and one or more affiliates of Licensee occupied the Owned Real Property.

D. The transactions contemplated by the Purchase Agreement were consummated on the date hereof (“Closing Date”) and title to all of the Owned Real Property was conveyed on the Closing Date to Licensor or an affiliate of Licensor;

D. Because employees and Inventory not being transferred to Licensor and its affiliates will remain located at those Stores included in the Owned Real Property which are identified on Schedule 1 attached hereto (the “GOB Owned Stores”), Licensor and Licensee desire to enter into this Occupancy Agreement in order to set forth the terms by which Licensee shall operate the GOB Owned Stores for a period commencing on the Closing Date and ending at the end of the GOB Period with respect to each GOB Owned Store.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, Licensor and Licensee do hereby agree as follows:

[AM\_ACTIVE 401039999\_2]

1. Grant of License. Licensor hereby grants to Licensee an exclusive license to use and occupy the GOB Owned Stores during the Term (as defined below). It is hereby specifically acknowledged and agreed to by both Licensor and Licensee that this Occupancy Agreement is not intended to negate or supersede the terms of the Purchase Agreement nor are the terms of the Purchase Agreement intended to negate or supersede the terms of this Occupancy Agreement, and to the extent of any conflict, the terms of the Purchase Agreement shall govern and control.

2. Use.

(a) The GOB Owned Stores may be used by Licensee in a manner that is substantially similar to the manner in which the GOB Owned Stores were used for the operation of the Business immediately prior to the Closing Date and in addition Licensee may conduct “going out of business” sales at the GOB Owned Stores. Subject to the terms of the Purchase Agreement, Licensee shall comply with all federal, state and local governmental laws, rules, regulations and ordinances applicable to Licensee's use and/or occupancy of the GOB Owned Stores during the Term (collectively, the “Applicable Laws”) and with any leases or other agreements in effect on the date hereof with respect to the GOB Owned Stores. During the period commencing on the Closing Date and ending at the end of the GOB Period. Licensee shall be permitted to operate the GOB Owned Stores pursuant to this Occupancy Agreement.

3. Term. The term of this Occupancy Agreement (the “Term”) shall commence on the Closing Date and shall expire with respect to each GOB Owned Store upon the expiration of the GOB Period for each such GOB Owned Store.

4. Consideration. Licensee shall not have any obligation to pay any compensation to Licensor for the use and/or occupancy of the GOB Owned Stores during the Term.

5. Expenses; Condition of Occupancy Leased Premises. Licensee shall pay directly (or reimburse Licensor) for all Expenses incurred in connection with the GOB Owned Stores in accordance with Section 5.1(a) of the Purchase Agreement during the Term with respect to each such GOB Owned Store. Licensee agrees, at its sole cost and expense, to repair any damage to the Occupancy Leased Premises that arises as a result of a casualty event occurring during the Term applicable to each GOB Owned Store and to maintain the GOB Owned Stores during the Term in a condition substantially similar to that existing as of the Closing Date. Licensor shall not be responsible for the cost of any Expenses incurred with respect to any GOB Owned Store during the Term applicable to each GOB Owned Store.

6. Alterations. During the Term of this Occupancy Agreement, Licensee shall not make any material alterations to or undertake any material construction at the GOB Owned Stores, including modifications to the exterior of the building and signage, without the prior written approval of Licensor, which such approval may be withheld or granted in Licensor's sole discretion.

7. Liens. During the Term, Licensee shall keep the GOB Owned Stores and appurtenant easements free from any liens (other than Permitted Encumbrances) for any labor or material furnished to Licensee in connection with any work performed at the GOB Owned Stores by Licensee or its contractors or agents during the Term, except that Licensee shall have the right to contest the validity or amount of any such lien provided that Licensee shall maintain adequate reserves with respect to the same contest, to the extent required in accordance with GAAP.
8. Surrender. Licensee shall remove all of its Inventory, other personal property and employees from each GOB Owned Store prior to expiration of the Term applicable to each GOB Owned Store and shall deliver possession of such GOB Owned Store to Licenser with all of Licensee's Inventory, other personal property and employees removed and otherwise in substantially the same condition as existed on the Closing Date. Any Licensee's property left at any GOB Owned Store after expiration of the Term applicable to each GOB Owned Store shall be deemed abandoned and Licenser shall have no Liability with respect thereto and Licenser may dispose of and/or demolish any such property without compensation to Licensee.

9. As Is. Subject to the terms of the Purchase Agreement, Licensee hereby acknowledges that Licensee accepts the GOB Owned Stores in "AS IS" condition without any representation or warranty of any kind. Licensee is relying solely on its own investigation or independent inquires, or its own history as the owner of the same properties, as to the condition of the GOB Owned Stores and Licensee agrees that Licensee is not relying on any representation of Licenser regarding the physical condition of the GOB Owned Stores, any environmental matters affecting the GOB Owned Stores or regarding the suitability of the GOB Owned Stores for any particular purpose. Licensee agrees to accept the GOB Owned Stores from Licenser in such condition.

10. Risk of Loss. Licensee shall bear the responsibility and Liability for any loss of or damage to any of Licensee's Inventory or any of Licensee's property located at, on or about the GOB Owned Stores during the Term.

11. Insurance, Indemnity.

(a) Licenser shall have the sole obligation to maintain casualty insurance with respect to the GOB Owned Stores during the Term and during the Term Licenser shall maintain casualty, liability and other insurance with respect to the GOB Owned Stores.

(b) Licensee shall indemnify and hold Licenser and Licenser's parents, subsidiaries and affiliated companies and their respective officers, directors, shareholders, agents, employees, invitees, customers, guests, contractors or subcontractors (collectively, "Licenser Parties") harmless from and against all claims, actions, losses, damages, costs and expenses (including without limitation all reasonable attorney's fees and court costs), and Liabilities (except those caused by the willful misconduct or grossly negligent acts or omissions of Licenser after the Closing Date), arising out of Licensee's use and occupancy of the GOB Owned Stores, including without limitation, any of same arising out of actual or alleged injury to or death of any person or loss of or damage to property in or on the GOB Owned Stores, in each case, solely during the Term

applicable to each GOB Owned Store. The terms of this paragraph shall survive the termination of this Occupancy Agreement.

12. Destruction (Fire or Other Cause) and Eminent Domain. In the event of casualty or taking of all of any part of any GOB Owned Store under the power of eminent domain, all insurance recoveries and all warranty and condemnation proceeds received or receivable after the Closing Date with respect to such GOB Owned Store shall be paid to Licensor and used by Licensor as it determines in its sole discretion. During the Terms of this Occupancy Agreement, Licensee shall use commercially reasonable efforts to provide Licensor with prompt notice of any Casualty/Condemnation Event.

13. Assignment. During the Term of this Occupancy Agreement, Licensee shall not assign this Occupancy Agreement or further license the use and/or occupancy of all or any part of the GOB Owned Stores.

14. Notices. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered (a) in person, (b) via e-mail or (c) by a nationally recognized courier for overnight delivery service. A notice or communication shall be deemed to have been effectively given (i) if in person, upon personal delivery to the Party to whom the notice is directed, (ii) if via e-mail, on the date of successful transmission and (iii) if by nationally recognized courier, one Business Day after delivery to such courier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If to Licensee:	Sears Holdings Corporation 3333 Beverly Road, Dept. 824RE Hoffman Estates, Illinois 60179 Attn: General Counsel; Senior Vice President and President, Real Estate Email: counsel@searshc.com; [●]
-----------------	--

Copy to (which shall not constitute notice):	Sears Holdings Corporation 3333 Beverly Road, Dept. 824RE Hoffman Estates, Illinois 60179 Attn: Associate General Counsel, Real Estate Email: [●]
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Weil, Gotshal & Manges LLP  
 767 Fifth Avenue  
 New York, New York 10153  
 Attention: Ray C. Schrock, P.C., Ellen J.  
 Odoner, Gavin Westerman and Sunny Singh  
 E-mail: Ray.Schrock@weil.com;

Ellen.Odoner@weil.com;  
 Gavin.Westerman@weil.com;  
 Sunny.Singh@weil.com

If to Licensor: [•]

Copy to (which shall not constitute notice): Cleary Gottlieb Steen & Hamilton LLP  
 One Liberty Plaza  
 New York, NY 10006  
 Attention: Christopher E. Austin, Benet J. O'Reilly, Sean A. O'Neal and Joseph Lanzkron  
 E-mail: caustin@cgsh.com;  
 boreilly@cgsh.com; [soneal@cgsh.com](mailto:soneal@cgsh.com),  
[jlanzkrone@cgsh.com](mailto:jlanzkrone@cgsh.com)

or to any other address furnished in writing by either party, provided that, any change of address furnished shall comply with the notice requirements of this Section 14.

15. Licensor Access. During the Term of this Occupancy Agreement, Licensor shall be permitted access to the GOB Owned Stores in the event of an emergency or as otherwise reasonably requested by Licensor by reasonable notice to Licensee, provided that there is no unreasonable interference with Licensee's use and occupancy of the GOB Owned Stores (taking into account the nature of the emergency).

16. Miscellaneous.

(a) Voluntary Agreement. The parties have read this Occupancy Agreement and the mutual releases contained in it, and on advice of counsel they have freely and voluntarily entered into this Occupancy Agreement.

(b) Governing Law. This Occupancy Agreement shall be construed and enforceable in accordance with the laws indicated in Section 13.8(a) of the Purchase Agreement. Any lawsuit brought by Licensor or Licensee against the other must comply with the requirements of Section 13.7 of the Purchase Agreement.

(c) Consent to Jurisdiction. Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Occupancy Agreement and to decide any claims or disputes which may be based upon, arise out of or relate to this Occupancy Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense

of an inconvenient forum to the maintenance of any such Proceeding; provided, however, that, if the Bankruptcy Case is closed, all Proceedings based upon, arising out of or relating to this Occupancy Agreement shall be heard and determined in a Delaware state court or a federal court sitting in the State of Delaware, and the parties hereby (a) irrevocably and unconditionally submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Proceeding in the United States District Court for the District of Delaware) with respect to all Proceedings based upon, arising out of or relating to this Occupancy Agreement and the transactions contemplated hereby (whether in contract or in tort, in law or in equity or granted by statute); (b) agree that all claims with respect to any such Proceeding shall be heard and determined in such courts and agrees not to commence any Proceeding relating to this Occupancy Agreement or the transactions contemplated hereby (whether in contract or in tort, in law or in equity or granted by statute) except in such courts; (c) irrevocably and unconditionally waive any objection to the laying of venue of any Proceeding based upon, arising out of or relating to this Occupancy Agreement or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum; and (d) agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The Parties agree that any violation of this Section 16(b) shall constitute a material breach of this Occupancy Agreement and shall constitute irreparable harm. Notwithstanding anything to the contrary contained in this Occupancy Agreement or in the Purchase Agreement, each of the Parties agrees that it will not bring or support any person in any Proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any of the Debt Financing Sources in any way relating to this Occupancy Agreement or the Purchase Agreement or any of the transactions contemplated by either, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, in any forum other than the federal and New York state courts located in the Borough of Manhattan within the City of New York and any appellate courts therefrom. The Debt Financing Sources are intended third party beneficiaries of this Section 16(b).

(d)

WAIVER OF TRIAL BY JURY; INJUNCTION. LICENSOR AND LICENSEE EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY BASED UPON, ARISING OUT OF OR RELATING TO THIS OCCUPANCY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT OR IN TORT, IN LAW OR IN EQUITY OR GRANTED BY STATUTE). EACH OF LICENSOR AND LICENSEE (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER SUCH PARTY HAVE BEEN INDUCED TO ENTER INTO THIS OCCUPANCY AGREEMENT BY, AMONG OTHER

THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16(c).  
THE DEBT FINANCING SOURCES ARE INTENDED THIRD PARTY BENEFICIARIES OF  
THIS SECTION 16(c).

(e) Agreements. This Occupancy Agreement together with the Purchase Agreement and the other Transaction Documents constitutes the entire agreement between Licensee and Licensor with respect to the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the GOB Owned Stores other than those herein and therein set forth. Nothing in this Occupancy Agreement shall alter any Liability arising under the Purchase Agreement. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Occupancy Agreement, the provisions of the Purchase Agreement shall govern.

(f) Amendment; Waiver. No amendment, modification or discharge of this Occupancy Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by Licensee and Licensor. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Licensee or Licensor of a breach of or a default under any of the provisions of this Occupancy Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Occupancy Agreement or to exercise any right or privilege hereunder shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. No course of dealing between or among the parties shall be deemed effective to modify, amend or discharge any part of this Occupancy Agreement or any rights to payment of any party under or by reason of this Occupancy Agreement.

(g) Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Occupancy Agreement.

(h) Binding Effect. All of the provisions of this Occupancy Agreement are hereby made binding upon and shall inure to the benefit of the personal representatives, heirs, successors, and assigns of both parties hereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts (including via electronic transmission in portable document format (pdf)) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Occupancy Agreement. This Occupancy Agreement shall become effective when, and only when, each party shall have received a counterpart hereof signed by the other party. Delivery of an executed counterpart hereof by means of electronic transmission in portable document format (pdf) shall have the same effect as delivery of a physically executed counterpart in person.

(j) Construction. This Occupancy Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Occupancy Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both Licensor and Licensee have contributed substantially and materially to the preparation to this Occupancy Agreement.

(k) Time is of the Essence. Time is of the essence with respect to the timeliness of all obligations of Licensor and Licensee under this Occupancy Agreement.

(l) No Recording. Neither Licensor nor Licensee shall record this Occupancy Agreement.

(m) Exculpation. Notwithstanding anything to the contrary contained herein, no officer, director, shareholder, employee, agent, manager, member or partner of Licensor or Licensee or any other Non-Recourse Party shall have any personal Liability with respect to any of the obligations contained herein. The provisions of this Section 16(n) shall survive the expiration of the Term or any earlier termination of this Occupancy Agreement.

(n) Savings Clause. To the extent any agreement to which Licensor or its Subsidiaries is a party prohibits or limits the ability of Licensor to enter into this Occupancy Agreement or limits the rights which may be granted pursuant to this Occupancy Agreement, then the rights granted pursuant to this Occupancy Agreement shall automatically and without further action be limited to the maximum rights that may be granted in compliance with such other agreement and Licensor and Licensee shall cooperate in all reasonable respects in order to grant to Licensee the material benefits intended to be provided pursuant to this Occupancy Agreement and remain in compliance with such other agreement.

(o) 17. Severability. The provisions of this Occupancy Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Occupancy Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Occupancy Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

*[Signatures Appear on Following Page.]*

**LICENSEE:**

**[SEARS HOLDINGS CORPORATION, a  
Delaware corporation]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

[Signature Page to Occupancy Agreement]

[AM\_ACTIVE 401039999\_2]

**LICENSOR:**

[\_\_\_\_\_] , a [\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

[Signature Page to Occupancy Agreement]

[AM\_ACTIVE 401039999\_2]

**Schedule 1**

[GOB Owned Stores]

[Signature Page to Occupancy Agreement]

[AM\_ACTIVE 401039999\_2]

**Exhibit G**  
**ESL's Allowed Claims Against the Debtors**

<b>Loan Facility</b>	<b>Allowed Amount Owed to ESL (as Defined in the Asset Purchase Agreement) Amounts as of October 15, 2018<sup>1</sup></b>
IP/Ground Lease Term Loan Facility	\$187,327,014 <sup>2</sup>
FILO Facility	\$70,560,076.93
Real Estate Loan 2020	\$726,483,196.21
Second Lien Term Loan	\$318,610,234
Second Lien Line of Credit Facility	\$507,072,878.33
Second Lien PIK Notes	\$21,346,945
Citi L/C Facility	\$108,410,464.44

<sup>1</sup> Amounts owed to ESL as to each claim listed are not less than the amounts set forth herein and may include additional claims for post-petition interest and all reasonable out-of-pocket expenses, including legal fees incurred by ESL by reason of the enforcement and protection of its rights in accordance with the applicable loan terms, plus any contingent and/or unliquidated claims not presently ascertainable. In the event that the Buyer or its affiliates purchase any additional obligations outstanding under any of the debt facilities listed in this Exhibit G prior to the Closing, the allowed amount in the right hand column shall be increased by the amount of the additional purchased debt obligations.

<sup>2</sup> On January 3, 2019, ESL purchased \$31,887,343 of obligations outstanding under the IP/ Ground Lease Term Loan Facility, which amount is included in the total of amount of ESL's allowed claim on this Exhibit G

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**SCHEDULES**

**TO**

**ASSET PURCHASE AGREEMENT**

**DATED AS OF JANUARY 17, 2019**

**BY AND AMONG**

**TRANSFORM HOLDCO LLC**

**AND**

**SEARS HOLDINGS CORPORATION**

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## SCHEDULES

These schedules (the “Schedules”) are being furnished by Sears Holdings Corporation ( “Seller”) to Transform Holdco LLC (“Buyer”), in connection with the execution and delivery of that certain Asset Purchase Agreement dated as of January 17, 2019 by and between Seller and Buyer (the “Agreement”). All capitalized terms used in these Schedules without definition shall have the respective meanings assigned to them in the Agreement.

Any matter disclosed in any Schedule shall be deemed to have also been disclosed in each other Schedule to which the applicability of such disclosure is reasonably apparent on its face. The inclusion of any matter in any Schedule shall expressly not be deemed to constitute an admission by either Party or otherwise imply that any such matter is material, has a Material Adverse Effect or creates a measure for, or further defines the meaning of, materiality or Material Adverse Effect and their correlative terms for the purposes of the Agreement. The inclusion of any matter in any Schedule shall expressly not be deemed constitute an admission by either Party or otherwise imply that such matter will in fact exceed any applicable threshold limitation set forth in the Agreement and shall not be construed as an admission by the disclosing party of any non-compliance with, or violation of, any third party rights (including Intellectual Property rights) or any applicable law of any Governmental Authority.

These Schedules shall not be construed as, are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Seller nor shall these Schedules be construed as expanding the scope of any of the representations or warranties of the Seller contained in the Agreement.

The headings herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

Seller does not assume any responsibility to any person that is neither a Party nor a third party beneficiary of the Agreement for the accuracy of any information contained herein. The information contained in the Schedules was not prepared or disclosed with a view to its potential disclosure to any such person that is neither a Party nor a third party beneficiary of the Agreement. This information is disclosed in confidence for the purposes contemplated in the Agreement.

**Schedule 1.1(a)**

[Reserved]

**Schedule 1.1(b)**

[Reserved]

**Schedule 1.1(c)**

**Excluded IT**

1. None.

**Schedule 1.1(d)**

**IP/Ground Lease Property**

	Store Number	Locations
1.	1044	Jersey City/Newport, NJ
2.	1924	Valley Stream, NY
3.	1114	Brooklyn, NY
4.	1094	Hackensack, NJ
5.	1368	Concord, CA
6.	1378	Orange, CA
7.	1288	Stockton, CA
8.	1304	Silver Spring, MD
9.	1048	Pasadena, CA
10.	1494	Moorestown, NJ
11.	1758	Escondido, CA
12.	1333	Poughkeepsie, NY
13.	2148	Kahului Maui, HI
14.	1765	Palm Beach Gardens, FL
15.	1309	Downey, CA
16.	30962	Groveport, OH

**Schedule 1.1(e)**

**Seller Knowledge Parties**

1. Robert A. Riecker, Chief Financial Officer, Sears Holdings Corporation.
2. Solely with respect to the representations and warranties contained in Section 6.6 of the Agreement, Jane Borden, President, Real Estate, Sears Holdings Corporation.
3. Solely with respect to the representations and warranties contained in Section 6.10 of the Agreement, Peter Boutros, Chief Brand Officer, Sears Holdings Corporation and Greg Russell, CIO, President Member Technology, Sears Holdings Corporation.

**Schedule 1.1(f)**

**Ordered Inventory**

<b>Ordered Inventory as of January 7th, 2019</b>				
	<b>Domestic</b>	<b>Imports</b>	<b>Total</b>	
Total on Order	\$ 120,193,318	\$ 157,735,211	\$ 277,928,529	
Less: Paid in Transit	(50,000,000)	-	(50,000,000)	
Less: On The Water	-	(61,370,908)	(61,370,908)	
Ordered Inventory	\$ 70,193,318	\$ 96,364,303	\$ 166,557,621	

**Schedule 1.1(g)**

**Other Payables**

1. See Annex 9, attached.

*(\$ in millions)*

<u>Assumed Accounts Payable</u>	
Assumed Accounts Payable	\$166.0
<b>Total</b>	<b>\$166.0</b>

**Schedule 1.1(h)**

[Reserved]

**Schedule 1.1(i)**

**Permitted Post-Closing Encumbrances**

1. Liens with respect to consigned goods in Puerto Rico.
2. Certain Sellers are parties to consignment agreements with respect to which no UCC filings have been filed.

**Schedule 1.1(i)**

**Permitted Pre-Closing Encumbrances**

1. Any liens in favor of Cantor Fitzgerald Securities, as collateral agent for the secured parties pursuant to that certain Superpriority Junior Lien Secured Debtor-in-Possession Credit Agreement, dated November 29, 2018, among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, the lenders party thereto and Cantor Fitzgerald.
2. Any liens in favor of Bank of America, N.A., as Control Co-Collateral Agent pursuant to that certain Superpriority Senior Secured Debtor-in-Possession Asset-Based Credit Agreement, dated November 29, 2018, among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, the lenders party thereto, the issuing lenders party thereto, Bank of America, N.A., as administrative agent, co-collateral agent and swingline lender, Wells Fargo Bank, National Association, as co-collateral agent and syndication agent, Citigroup Global Markets Inc., as documentation agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citibank, N.A., And Wells Fargo Bank, National Association, as joint lead arrangers and bookrunners.
3. Any liens in favor of Pension Benefit Guaranty Corporation (“PBGC”) resulting from the Pension Plan Protection and Forbearance Agreement, dated March 18, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified on or prior to the Effective Date), between, among others, Sears Holdings Corporation and PBGC.
4. Any liens in favor of JPP, LLC, as collateral agent for the secured parties pursuant to that certain Term Loan Credit Agreement, dated as of January 4, 2018 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), by and among, inter alios, Sears Holdings Corporation, as holdings, Sears, Roebuck and Co. and Kmart Corporation, as borrowers, the subsidiaries of Sears Holdings Corporation party thereto, the lenders party thereto from time to time, and JPP, LLC as administrative and collateral agent.
5. Any liens in favor of JPP, LLC, as agent for the secured parties pursuant to that certain Third Amended and Restated Loan Agreement, dated as of June 4, 2018 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), by and among, inter alios, Sears Holdings Corporation, as guarantor, its subsidiaries party thereto as borrowers, JPP, LLC, as agent, and the lenders party thereto.
6. Any liens in favor of JPP, LLC, as administrative agent for the secured parties, as successor in interest to UBS AG, Stamford Branch, LLC, for the secured parties pursuant to that certain Credit Agreement, dated as of March 14, 2018 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), by and among, inter alios, SRC O.P. LLC, SRC Facilities LLC and SR Real Estate (TX) LLC, as the borrowers, the lenders party thereto and UBS AG, Stamford Branch, LLC as administrative agent.
7. Any liens in favor of JPP, LLC, as administrative agent for the secured parties pursuant to that certain Mezzanine Loan Agreement, dated as of March 14, 2018 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), by and among SRC Sparrow 2 LLC, as borrower, JPP, LLC and JPP II, LLC as lenders, and JPP, LLC, as administrative agent.
8. Any liens in favor of U.S. Bank National Association, as trustee for the secured parties pursuant to that certain Indenture, dated as of May 18, 2006 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), by KCD IP, LLC as issuer and U.S. Bank National Association, as trustee with respect to 6.90% KCD IP, LLC Asset-Backed Notes.
9. Any liens in favor of Wilmington Trust, National Association, as collateral agent for secured parties pursuant to (i) that certain Indenture, dated as of October 12, 2010 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), among Sears Holdings Corporation, the

guarantors party thereto and Wilmington Trust, National Association (successor to Wells Fargo Bank, National Association) as trustee and collateral agent, governing the 6 5/8% Senior Secured Notes, (ii) that certain Indenture, dated as of March 20, 2018 (as amended, supplemented, or otherwise modified from time to time on or prior to the Effective Date), by and among Sears Holdings Corporation, the guarantors party thereto and Computershare Trust Company, N.A., as trustee, governing the 6 5/8% Senior Secured Convertible PIK Toggle Notes and (iii) that certain Second Lien Credit Agreement, dated as of September 1, 2016 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), by and among, inter alios, Sears Holdings Corporation, as holdings, Sears, Roebuck and Co. and Kmart Corporation, as borrowers, the lenders party thereto, and JPP, LLC as administrative agent and collateral administrator.

10. Any liens in favor of Bank of America, N.A., as co-collateral agent for the secured parties pursuant to that certain Third Amended and Restated Credit Agreement, dated as of July 21, 2015 (as amended, supplemented or otherwise modified on or prior to the Effective Date), by and among, inter alios, Sears Holdings Corporation, as holdings, Sears, Roebuck and Co. and Kmart Corporation, as borrowers, the lenders party thereto, and Bank of America, N.A., as agent.
11. Liens with respect to consigned good in Puerto Rico.
12. Certain Loan Parties are parties to consignment agreement with respect to which no UCC filings have been filed.
13. Any liens in favor of the secured parties pursuant to that certain Letter of Credit and Reimbursement Agreement, dated as of December 28, 2016 (as amended, supplemented or otherwise modified on or prior to the Effective Date), by and among Sears Holdings Corporation, Sears, Roebuck and Co., Kmart Corporation, the financial institutions party thereto from time to time as L/C lenders, and Citibank N.A., as administrative agent and issuing bank.
14. Any encumbrances affecting the real properties that secure the IP/GL Loan as disclosed in the lenders' loan policies for title insurance issued by Chicago Title Insurance Company and/or its affiliates in connection with the making of the IP/GL Loan.
15. Any encumbrances affecting the real properties that secure that certain Third Amended and Restated Loan Agreement, dated as of June 4, 2018 (as amended, supplemented, or otherwise modified on or prior to the Effective Date), by and among, inter alios, Sears Holdings Corporation, as guarantor, its subsidiaries party thereto as borrowers, JPP, LLC, as agent, and the lenders party thereto (the loans made pursuant to such Credit Agreement, the "Dove Loan"). as disclosed in the lenders' loan policies for title insurance issued by Chicago Title Insurance Company and/or its affiliates in connection with the making of the Dove Loan.
16. Any encumbrances affecting the real properties that secure the Sparrow Mortgage Loan as disclosed in the lenders' loan policies for title insurance issued by Chicago Title Insurance Company and/or its affiliates in connection with the making of the Sparrow Mortgage Loan.
17. Any liens in favor of the secured parties pursuant to that certain Letter of Credit and Reimbursement Agreement, dated as of December 28, 2016 (as amended, supplemented or otherwise modified on or prior to the Effective Date), by and among Sears Holdings Corporation, Sears, Roebuck and Co., Kmart Corporation, the financial institutions party thereto from time to time as L/C lenders, and Citibank N.A., as administrative agent and issuing bank.
18. All encumbrances identified on the title policies, commitment and reports and surveys listed below:

*[Remainder of page intentionally left blank]*



	RE ID	ST	City	10K Own/L/GL	Policy (P), Commitment (C), Other (R)	Title Company	Date	Policy or Commitment Number	Surveyor	Date of Survey	Survey No.
1.	108910	AK	Anchorage(Sur)	Owned	P	Transamerica	1/12/1970	69-10278-0	Dickinson, Oswald & Associates	10/13/1969	N/A
2.	8106	AL	Birmingham	Owned	P	Lawyers Title	5/31/1977	J21971	-	-	-
3.	113600	AL	Riverchase	Owned	C	CTIC	3/30/2018	21800633	CARR	3/13/2018	18.0302
4.	30957	AR	Springdale	Owned	C	Chicago Title	11/12/2018	21802099	-	-	-
5.	68235	AZ	Phoenix	Owned	C	Chicago Title	11/9/2018	21802088	-	-	-
6.	1588	AZ	Phoenix-Metro Ctr	Owned	C	Chicago Title	11/29/2018	21800634	-	-	-
7.	228800	CA	Antioch	Owned	C	CTIC	3/23/2018	21800640	Slooten	3/9/2018	10685-02
8.	1228	CA	Arden	Owned	C	Chicago Title	11/21/2018	21800639	-	-	-
9.	126800	CA	Buena Park	Owned/Lease*	P	FATIC	10/5/2016	801871	--	--	--
10.	1598	CA	City of Industry	Owned	P	Title Insurance and Trust Company	12/22/1972	7139913	-	-	-
11.	44900	CA	DELANO	Owned	C	CTIC	3/23/2018	21800635	Slooten	3/3/2016	10571-01
12.	485700	CA	Desert Hot Springs	Owned	C	CTIC	3/23/2018	21800644	ALS	3/29/2018	117-18
13.	8038	CA	El Cajon	Owned	P	Security	7/13/1970	A-452987	-	-	-
14.	120900	CA	Long Beach	Owned	C	CTIC	3/19/2018	21800638	Bock/Clark	11/23/2016	7201600160
15.	106800	CA	Palmdale	Owned	C	CTIC	3/19/2018	21800637	SiteTech	3/15/2018	N/A

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16.	336800	CA	Redlands	Owned	C	CTIC	3/23/2018	21800641	ALS	12/23/2016	160-16
17.	178800	CA	Richmond	Owned	C	FATIC	4/24/2015	700526-62	Bock/Clark	5/26/2015	201403456-056
18.	1788	CA	Richmond	Owned	C	Lawyers Title	9/2/1987	100717	-	-	-
19.	8098	CA	San Bernardino	Owned	C	Chicago Title	11/14/2018	21701755	-	-	-
20.	127800	CA	Torrance	Owned/GL*	P	FATIC	8/24/2010	347950	--	--	--
21.	3968	CA	Wasco	Owned	P	First American	7/20/1990	KER-1071352	Lars Andersen & Associates, Inc.	32921	89-157
22.	2451	CO	Greely	Owned	P	First American	11/2/2015	5011408-700526-66	-	-	-
23.	127100	CO	Littleton/Denver	Owned	C	CTIC	4/2/2018	21800647	Inter-Mountain	4/2/2018	18-9004
24.	128100	CO	Pueblo	Owned	C	CTIC	3/26/2018	21800648	ESC	3/9/2018	17036-S
25.	183100	CO	Thornton	Owned	C	CTIC	3/30/2018	21800649	Inter-Mountain	3/12/2018	17-9029
26.	144300	CT	Manchester	Owned	C	CTIC	4/4/2018	21800652	Flynn/CYR	5/15/2017	4-39-190
27.	1043	CT	Meriden	Owned	C	Chicago Title	11/30/2018	21800650	-	-	-
28.	1263	CT	Waterbury	Owned	C	Chicago Title	11/29/2018	21800651	-	-	-
29.	185300	DE	Wilmington	Owned	C	CTIC	4/4/2018	21800653	Spartan	5/11/2017	N/A
30.	1255	FL	Citrus Park	Owned	P	Lawyers Title	7/27/1998	136-00-837327	-	-	-

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31.	10550	FL	Coral Springs	Owned	C	CTIC	3/26/2018	21800656	Altamax	3/13/2018	902005
32.	10750	FL	Daytona Beach	Owned	C	Lawyers	7/19/1974	N434748	--	--	--
33.	1075	FL	Daytona Beach	Owned	P	Lawyers Title	7/19/1974	N434748	Phillips, Wine & Phillips, Inc.	Not legible	Not legible
34.	31930 / 4767 / 52518	FL	Haileah	Owned	C	First American	7/30/1998	FA-C-1945	Ludovici & Orange	34641	9028K
35.	7435 / 7008	FL	Hialeah	Owned	P	CTIC	3/17/1995	10 5120 106 00000009	Fortin, Leavy, Skiles, Inc.	34736	950187
36.	31930	FL	Hialeah	Owned	C	Chicago Title	11/2/2018	21802096	-	-	-
37.	1635	FL	Jacksonville	Owned	P	CTIC	5/26/1981	10 044 01 00409	-	-	-
38.	4019	FL	Melbourne	Owned	C	Chicago Title	11/29/2018	21802107	-	-	-
39.	11750	FL	Merritt Island	Owned	C	CTIC	3/28/2018	21800657	Altamax	3/15/2016	902004
40.	82920	FL	Ocala	Owned	C	Chicago Title	3/30/2018	21800668	Altamax	3/10/2018	902007
41.	14850	FL	Orange Pk	Owned	C	CTIC	3/28/2018	21800661	Bock/Clark	3/27/2018	9201800100
42.	12850	FL	Orlando-South	Owned	C	CTIC	3/28/2018	21800659	Altamax	3/25/2018	902015

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43.	28850	FL	Port Richey	Owned	C	CTIC	3/19/2018	21800663	Altamax	3/10/2018	901999
44.	1555	FL	Sanford	Owned	P	CTIC	8/24/1997	FL 014 04 N 58986B	Professional Engineering Consultants, Inc.	34312	50C-01-1.8
45.	21350	FL	Sebring	Owned	C	Ok	6/12/2018	21801223	--	--	--
46.	8245	FL	Seminole	Owned	C	First American	11/27/2013	5011612-NCS-646445-CHI2	-	-	-
47.	10150	FL	Vero Beach	Owned	C	CTIC	3/29/2018	21800655	ASI	3/30/2018	N/A
48.	2815	GA	Albany	Owned	P	Lawyers Title	6/14/1974	M425873	-	-	-
49.	28450	GA	Athens	Owned	C	CTIC	3/21/2018	21800677	Moreland	12/22/2017	17386-90
50.	10350	GA	Augusta	Owned	C	CTIC	3/20/2018	21800670	Moreland	11/17/2017	17349-002
51.	2065	GA	Brunswick	Owned	P	CTIC	3/21/1985	O194662	-	-	-
52.	10950	GA	Douglasville	Owned	C	CTIC	3/20/2018	21800671	Moreland	11/15/2017	11245-01
53.	11550	GA	Kennesaw	Owned	C	CTIC	3/20/2018	21800672	Garmon	12/22/2017	2017-36
54.	1565	GA	Morrow/Southlake	Owned	C	Chicago Title	11/25/2018	21800673	-	-	-

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55.	875500	GA	TUCKER	Owned	C	CTIC	3/26/2018	21800678	Moreland, Altobelli Assoc.	3/12/2018	17349-04
56.	770500	GU	Tamuning	Owned	C	CTIC	7/24/2018	21801466	Pineda	9/19/2018	N/A
57.	7439	IA	Council Bluff	Owned	P	Fidelity National Title	4/10/1992	O-103889	-	-	-
58.	1012 and 8112	IA	Des Moines, Iowa	Owned	C	Chicago Title	11/30/2018	21800679	-	-	-
59.	117200	IL	Bloomington	Owned	C	CTIC	4/10/2018	21800683	JLH	11/16/2017	N/A
60.	61510 / 1510	IL	Calumet City	Owned	P	CTIC	8/3/1964	53-70-141	-	-	-
61.	61030 / 1030	IL	Chicago	Owned	P	CTIC	12/21/1984	69-74-495	-	-	-
62.	30920 / 4235	IL	Chicago	Owned	P	Lawyers Title	12/16/2003	03-10184	-	-	-
63.	26987 / 9824 / 1987	IL	Chicago	Owned	P	First American	9/27/2001	CC200257	Landmark Engineering Corporation	36762	00-08-041-R
64.	184000	IL	Chicago Ridge	Owned	C	CTIC	4/3/2018	21800688	JLH	12/22/2017	N/A
65.	2632	IL	Fairview Hts	Owned	C	Lawyers Title	3/20/1998	173504-1	Sherrill Associates	36082	21459
66.	49000	IL	HOFFMAN EST	Owned	C	CTIC	3/20/2018	18006243NC	Sarko	4/2/2018	130975.1 8R00

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67.	82890	IL	Manteno	Owned	C	CTIC	3/23/2018	21800693	Sherrill Associates	3/9/2018	18010101
68.	13210	IL	Peoria	Owned	C	CTIC	4/6/2018	21800684	Sarko	3/9/2018	N/A
69.	2121	IL	Peru	Owned	C	Chicago Title	11/27/2018	21800689	-	-	-
70.	2360	IL	Quincy	Owned	C	Chicago Title	12/13/2018	21800690	-	-	-
71.	31914 / 4938	IL	Round Lake Beach	Owned	C	First American	11/8/2004	NCS-72282-CHI1	Joseph A. Schudt & Associates	35590	9220-233
72.	15700	IL	Schaumburg	Owned	C	CTIC	3/20/2018	18006246N C	Geodetic	12/15/2017	N/A
73.	1780	IL	Springfield, Illinois	Owned	C	Chicago Title	11/30/2018	21800686	-	-	-
74.	31900 / 3105	IL	Sterling	Owned	P	First American	1/7/2008	NCS-322276-CHI1	-	-	-
75.	18200	IL	West Dundee	Owned	C	CTIC	3/27/2018	18006248N C	JLH	10/19/2017	N/A
76.	1600	IN	Castleton	Owned	C	Chicago Title	11/26/2018	21800695	-	-	-
77.	26185 / 9445	IN	Clarksville	Owned	P	First American	12/28/1999	5715753	-	-	-
78.	16500	IN	Merrillville	Owned	C	CTIC	3/21/2018	21800696	JAS	12/19/2017	N/A
79.	2290	IN	Michigan City, Indiana	Owned	C	Chicago Title	11/16/2018	21800699	-	-	-
80.	18000	IN	Mishawaka	Owned	C	CTIC	3/23/2018	21800698	LFA	12/12/2017	133-85
81.	26711 / 1680	IN	Washington Sq	Owned	P	Lawyers Title	12/21/1973	125730	-	-	-

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82.	8171	KS	Overland Park	Owned	C	Chicago Title	11/19/2018	21802157	-	-	-
83.	1642	KS	Topeka	Owned	C	Chicago Title	11/12/2018	21800700	-	-	-
84.	1730	KY	Florence	Owned	C	Chicago Title	12/3/2018	21800701	-	-	-
85.	2087	LA	Alexandria, Louisiana	Owned	C	Chicago Title	11/26/2018	21800707	-	-	-
86.	114700	LA	Baton Rouge	Owned	C	CTIC	3/23/2018	21800705	Dading/Marques	4/13/2018	N/A
87.	2677	LA	Bossier City, Louisiana	Owned	C	Chicago Title	11/26/2018	21800708	-	-	-
88.	26736 or 1086	LA	Cortana	Owned	C	Chicago Title	12/5/2018	21800703	-	-	-
89.	1116	LA	Monroe, Louisiana	Owned	C	Chicago Title	11/26/2018	21800704	-	-	-
90.	1077	LA	Shreveport	Owned	C	Chicago Title	11/26/2018	21800702	-	-	-
91.	343300	MA	Holyoke	Owned	C	CTIC	4/4/2018	21800714	OSM	1/4/2017	20160998
92.	110400	MA	Marlborough	Owned	C	CTIC	4/4/2018	21800711	Merrimack	3/10/2018	11283AL03
93.	103300	MA	N Attleboro	Owned	C	CTIC	4/2/2018	21800709	OSM	3/9/2018	20171044
94.	925500	MA	Palmer	Owned	P	Lawyers	7/27/1980	K 744046	--	--	--
95.	2934	MA	Silver City Galleria, Massachusetts	Owned	C	Chicago Title	12/26/2018	21800713	-	-	-
96.	1093	MA	Springfield	Owned	P	Hampden County	11/2/1964	F1380			

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97.	16340	MD	Baltimore-West	Owned	C	CTIC	3/30/2018	21800716	Precision	12/21/2017	N/A
98.	18540	MD	Parkville	Owned	C	CTIC	4/4/2018	21800718	Precision	12/21/2017	N/A
99.	10740	MD	Waldorf	Owned	C	CTIC	3/28/2018	21800715	Dewberry	12/14/2017	50099780
100.	6303	ME	Bangor	Owned	C	Chicago Title	11/21/2018	21802159	-	-	-
101.	21830	ME	So Portland	Owned	C	CTIC	4/2/2018	21800314	Owen Haskell	3/26/2018	2016-098
102.	2040	MI	Battle Creek, Michigan	Owned	C	Chicago Title	11/29/2018	21800730	-	-	-
103.	93850	MI	Clio	Owned	C	CTIC	3/29/2018	21800734	Geodetic	3/12/2018	N/A
104.	1700	MI	Dearborn, Michigan	Owned	C	Chicago Title	11/16/2018	21800727	-	-	-
105.	1100	MI	Flint	Owned	P	Lawyers Title	1/22/1969	F-40793	-	-	-
106.	10110	MI	Grandville	Owned	C	CTIC	3/28/2018	21800720	Michigan Surveying	3/9/2018	17-167
107.	30918	MI	Jackson	Owned	C	Chicago Title	11/20/2018	21802110	-	-	-
108.	14600	MI	Livonia	Owned	C	CTIC	3/2/2018	21800725	Michigan Surveying	5/24/2014	16-188.017
109.	11920	MI	Muskegon	Owned	C	CTIC	3/30/2018	21800724	Williams & Works	12/19/2017	N/A
110.	17600	MI	Novi	Owned	C	CTIC	3/26/2018	21800729	Geodetic	12/15/2017	N/A
111.	11100	MI	Portage	Owned	C	CTIC	5/7/2018	21800723	Geodetic	3/9/2018	N/A

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112.	15900	MI	Saginaw	Owned	C	CTIC	4/2/2018	21800726	Kem-Tec	3/13/2018	N/A
113.	1720	MI	Sterling Heights	Owned	C	Chicago Title	12/17/2018	21800728	-	-	-
114.	2180	MI	Traverse City, Michigan	Owned	C	Chicago Title	12/28/2018	21800731	-	-	-
115.	38480	MI	Troy	Owned	C	Chicago Title	12/17/2018	21800736	-	-	-
116.	42060	MI	Warren	Owned	C	CTIC	3/21/2018	21800732	Michigan Surveying	3/29/2018	18-114.066
117.	1032	MI	Brooklyn Ctr	Owned	C	Chicago Title	12/6/2018	21802229	-	-	-
118.	87020	MI	MINNEAPOLIS	Owned	C	CTIC	3/20/2018	21800738	Egan, Field & Nowak, Inc.	12/21/2017	133.22
119.	18220	MI	Cape Girardeau	Owned	C	CTIC	3/30/2018	21800745	L.I. Smith	3/12/2018	170392
120.	11210	MI	Independence	Owned	C	CTIC	4/4/2018	21800740	Kaw Valley	3/26/2018	B18S3480
121.	11710	MI	Springfield	Owned	C	CTIC	3/27/2018	21800741	J-Mark Surveying	3/13/2018	17-545
122.	11820	MI	St Peters	Owned	C	CTIC	3/30/2018	21800742	Massmann	3/12/2018	17055.00.001
123.	1306	MS	Hattiesburg, Mississippi	Owned	C	Chicago Title	11/29/2018	21800747	-	-	-
124.	61106 / 1106	MS	Jackson	Owned	P	CTIC	2/18/1977	JO12962	-	-	-
125.	1166	MS	Meridian, Mississippi	Owned/GL	C	Chicago Title	11/30/2018	21800746	-	-	-
126.	30949	MS	Natchez	Owned	C	Chicago Title	11/26/2018	21802162	-	-	-

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127.	3213	MS	Southaven	Owned	C	Chicago Title	11/21/2018	21802161	-	-	-
128.	2242	MT	Billings	Owned	C	CTIC	3/17/1980	Not specified	-	-	-
129.	11650	NC	Concord	Owned	C	CTIC	3/20/2018	21800750	Donaldson /Garrett	3/12/2018	N/A
130.	14750	NC	Durham	Owned	P	Ticor	7/20/2001	990027712	--	--	--
131.	30961	NC	Greensboro	Owned	C	Chicago Title	11/19/2018	218021114	-	-	-
132.	21750	NC	Greenville	Owned	C	CTIC	3/20/2018	21800755	Jimmy F. Cain	3/9/2018	N/A
133.	25150	NC	Hickory	Owned	C	CTIC	3/19/2018	21800756	David B. Jordan	3/13/2018	43.22
134.	16050	NC	Raleigh	Owned	C	CTIC	3/16/2018	21800752	KCI	3/9/2018	N/A
135.	1712	ND	Grand Forks, North Dakota	Owned	C	Chicago Title	11/27/2018	21800758	-	-	-
136.	21910	NE	Lincoln	Owned	C	CTIC	4/4/2018	21800760	JEO	3/9/2018	R160856
137.	1022	NE	Omaha	Owned	C	Chicago Title	12/6/2018	21800759	-	-	-
138.	1554	NJ	Hamilton Center, New Jersey (Mays Landing)	Owned/GL	C	Chicago Title	11/19/2018	21800762	-	-	-
139.	1734	NJ	Lawrenceville	Owned	C	Chicago Title	11/27/2018	21802163	-	-	-
140.	16140	NJ	Livingston	Owned	C	CTIC	4/2/2018	21800763	Crest	3/9/2018	N5623
141.	13140	NJ	New Brunswick	Owned	C	CTIC	3/23/2018	21800761	Landpoint	3/9/2018	17-1454

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142.	1744	NJ	Ocean	Owned	P	CTIC	11/7/1975	31-911-04-00266	-	-	-
143.	176400	NJ	Rockaway	Owned	C	CTIC	4/8/2018	21800766	Professional Surveying	3/9/2018	N/A
144.	2374	NJ	Vineland	Owned	C	First American	12/2/2003	03-37091-110	-	-	-
145.	1717	NM	Cottonwood, New Mexico	Owned	C	Chicago Title	12/27/2018	21800769	-	-	-
146.	6298	NV	Sparks	Owned	C	Chicago Title	11/27/2018	21802163	-	-	-
147.	1353	NY	De Witt/Syracuse	Owned	P	Monroe Title and Insurance Corporation	11/13/1995	201-010785	-	-	-
148.	472600	NY	Jamestown	Owned	C	CTIC	3/1/2018	21800773	Lehr	4/2/2018	18-C-44
149.	136400	NY	Lake Grove	Owned	C	CTIC	3/30/2018	7404-000242	Lehr	3/31/2018	16-B-83
150.	1514	NY	Niagara Falls	<b>Owned</b>	C	Chicago Title	11/12/2018	21802116	-	-	-
151.	8254	NY	Rochester	Owned	P	First American	1/19/1996	Y0036980	MRB group	35051	942-373-R2B
152.	1370	OH	Eastland	Owned	P	Commonwealth	9/9/1971	N247959	-	-	-
153.	2940	OH	Franklin	Owned	P	CTIC	11/12/1975	36 062 17 00015	-	-	-
154.	201000	OH	Mansfield	Owned	C	CTIC	3/22/2018	21800780	LMS	3/9/2018	B-170742
155.	171000	OH	No Olmsted	Owned	C	CTIC	3/23/2018	21800778	North Coast Geomatics	3/9/2018	NCG 1369
156.	1610	OH	Northgate	Owned	P	Lawyers Title	3/17/1971	T655887	-	-	-

	RE ID	ST	City	10K Own/L/GL	Policy (P), Commitment (C), Other (R)	Title Company	Date	Policy or Commitment Number	Surveyor	Date of Survey	Survey No.
157.	23900	OH	Springfield	Owned	C	CTIC	3/27/2018	21800781	Judge Engineering	10/23/2017	10061
158.	1051	OH	Strongsville/Southern Park, Ohio	Owned	C	Chicago Title	11/22/2018	21800775	-	-	-
159.	11200	OH	Tuttle Crossing	Owned	C	CTIC	4/6/2018	21800776	IBI Group	3/9/2018	-
160.	8305	OH	Warren	Owned	P	First American	10/10/2007	NCS-249329-CHI1	-	-	-
161.	1261	OK	Midwest City	Owned	P	Lawyers Title	8/1/1977	K249446	-	-	-
162.	12240	PA	Harrisburg	Owned	C	CTIC	3/19/2018	21800785	SAS	3/28/2018	SRN 1606
163.	1863	PA	Johnstown	Owned	P	Commonwealth	11/9/1992	101-675327	-	-	-
164.	35290	PA	Pittsburgh	Owned	C	CTIC	3/12/2018	21800788	MDM	3/20/2018	7592
165.	1293	PA	Robinson Twp	Owned	P	First American	11/3/2000	118598	Not legible	36749	Not legible
166.	13540	PA	Willow Grove	Owned	C	CTIC	3/26/2018	21800787	SAS	3/26/2018	SRN1501
167.	93940	PR	Fajardo	Owned	P	Am Land	1/27/1999	53-0002-04-006203	--	--	--
168.	38530	PR	Guayama	Owned	C	Hato Rey	12/7/1992	13562	--	--	--
169.	2305	SC	Anderson, South Carolina	Owned	C	Chicago Title	4/5/2018	21800792	-	-	-

	RE ID	ST	City	10K Own/L/GL	Policy (P), Commitment (C), Other (R)	Title Company	Date	Policy or Commitment Number	Surveyor	Date of Survey	Survey No.
170.	159500	SC	Greenville	Owned	C	CTIC	3/16/2018	21800790	Site Design, Inc.	3/9/2018	N/A
171.	179500	SC	Myrtle Beach	Owned	C	CTIC	3/31/2018	21800791	Freeland-Clinkscales	3/19/2018	H38114
172.	1545	SC	Spartanburg, South Carolina	Owned	C	Chicago Title	12/7/2018	21800789	-	-	-
173.	30941 / 7306	SD	Sioux Falls	Owned	P	First American	7/16/2007	CO 866158	-	-	-
174.	1315	TN	Chattanooga	Owned	C	Chicago Title	12/5/2018	21800795	-	-	-
175.	314700	TN	Kingsport	Owned	C	CTIC	3/30/2018	21800797	Barrett Surveying	3/23/2018	N/A
176.	1675	TN	Knoxville East Town	Owned	P	Title Insurance Company of Minnesota	3/27/1986	AZ-551986	-	-	-
177.	446	TN	Memphis	Owned	C	Chicago Title	11/15/2018	21701113	-	-	-
178.	26596	TN	Memphis/Hickory	Owned	C	Chicago Title	12/7/2018	21802129	-	-	-
179.	1216	TN	Memphis/Southland	Owned	P	Commercie Title Guaranty Company	7/31/1964	MS-121572	-	-	-
180.	130700	TX	Abilene	Owned	C	CTIC	4/12/2018	21800807	Landpoint	3/9/2018	17-1455
181.	143700	TX	Arlington/Parks	Owned	C	CTIC	3/26/2018	21800815	Benchmark Group	3/7/2017	1730003
182.	1487	TX	Austin, Texas	Owned	C	Chicago Title	12/12/2018	21800819	-	-	-
183.	140700	TX	Beaumont	Owned	C	CTIC	2/20/2018	21800814	Thomas Land	3/9/2018	16490

	RE ID	ST	City	10K Own/L/GL	Policy (P), Commitment (C), Other (R)	Title Company	Date	Policy or Commitment Number	Surveyor	Date of Survey	Survey No.
184.	249700	TX	Brownsville	Owned	C	CTIC	4/6/2018	21800822	Guzman & Munoz	3/12/2018	N/A
185.	2547	TX	College Station, Texas	Owned	C	Chicago Title	11/18/2018	21800823	-	-	-
186.	121700	TX	Corpus Christi	Owned	C	CTIC	2/23/2018	21501922	SGC	3/13/2018	N/A
187.	2587	TX	Denton, Texas	Owned	C	Chicago Title	11/26/2018	21800825	-	-	-
188.	8247	TX	Dickinson	Owned	P	Lawyers Title Insurance Corporation	1/21/1998	113-00-002984	-	-	-
189.	1027	TX	El Paso, Texas	Owned	C	Chicago Title	11/29/2018	21800800	-	-	-
190.	8217	TX	Ft. Worth+J209	Owned	C	Chicago Title	11/27/2018	21800828	-	-	-
191.	871700	TX	HOUSTON	Owned	C	CTIC	3/28/2018	21800829	Thomas Land	3/9/2018	16397
192.	8137	TX	Houston	Owned	C	Lawyers Title Insurance Corporation	5/23/1983	4876-83	-	-	-
193.	6874	TX	Houston	Owned	P	Lawyers Title Insurance Corporation	6/9/1998	90-00-494623	-	-	-
194.	8167	TX	Houston	Owned	P	Steward Title Guaranty Company	11/4/1969	9240-J	-	-	-
195.	61237	TX	Houston	Owned	C	Chicago Title	11/15/2018	4715002318A	-	-	-
196.	144700	TX	Hulen	Owned	C	CTIC	3/26/2018	21800818	Benchmark Group	3/12/2018	1730041
197.	141700	TX	Humble	Owned	C	CTIC	3/28/2018	21800815	Thomas Land	3/12/2018	16435

	RE ID	ST	City	10K Own/L/GL	Policy (P), Commitment (C), Other (R)	Title Company	Date	Policy or Commitment Number	Surveyor	Date of Survey	Survey No.
198.	129700	TX	Hurst	Owned	C	CTIC	3/26/2018	21800806	Benchmark Group	3/9/2018	1730040
199.	224700	TX	Laredo	Owned	C	CTIC	3/26/2018	21800821	SGC	3/9/2018	N/A
200.	118700	TX	Mesquite-Town East	Owned	C	CTIC	3/28/2018	21800803	Benchmark Group	3/9/2018	1730039
201.	117600	TX	Pasadena	Owned	C	CTIC	3/28/2018	21800802	Town and Country	3/12/2018	17-1516
202.	1267	TX	Ridgmar-Fort Worth, Texas	Owned	C	Chicago Title	11/27/2018	21800805	-	-	-
203.	142700	TX	Rolling Oaks	Owned	C	CTIC	3/27/2018	21800816	SGC	3/9/2018	N/A
204.	49027	TX	Round Rock	Owned	C	First American	5/22/2008	354541-CHI2	Dupont	35453	A-609
205.	2332	TX	San Antonio	Owned	P	Mission Title	10/13/2016	1603063-02	ALTA/NSPS	42599	Not legible
206.	219700	TX	Texas City	Owned	C	CTIC	3/27/2018	21800820	Rekha Engineering	3/9/2018	1017-3917
207.	137700	TX	Willowbrook	Owned	C	CTIC	3/28/2018	21800812	Town and Country	3/13/2018	17-0235
208.	102300	VA	Loudoun/Dulles	Owned	C	CTIC	4/4/2018	21800832	Urban	4/5/2016	
209.	2671 / 7518	VA	Newport News	Owned	P	Commonwealth	11/29/1994	101792	-	-	-
210.	197400	VA	Roanoke	Owned	C	CTIC	4/3/2018	21800833	Berkley Howell	12/27/2016	160111
211.	3544	VA	Salem	Owned	P	First American	10/26/2007	308898-CHI2	-	-	-

	RE ID	ST	City	10K Own/L/GL	Policy (P), Commitment (C), Other (R)	Title Company	Date	Policy or Commitment Number	Surveyor	Date of Survey	Survey No.
212.	229900	WA	Aberdeen	Owned	P	Pioneer	12/23/1980	Z177716	--	--	--
213.	372200	WA	Burlington	Owned	C	CTIC	3/30/2018	21800840	Terramark	12/2/2016	5188-20105
214.	103800	WA	E Valley	Owned	C	CTIC	3/29/2018	21800835	Duryea	3/13/2018	17-2269
215.	221900	WA	Lacey/Olympia	Owned	C	CTIC	3/30/2018	21800838	Terramark	3/9/2018	N/A
216.	230900	WA	Silverdale	Owned	C	CTIC	3/30/2018	21800839	All County Surveyors	3/9/2018	N/A
217.	102900	WA	Spokane	Owned	C	CTIC	3/29/2018	21800834	Duryea	3/9/2018	08-1375-2017
218.	414700	WA	Spokane	Owned	C	CTIC	3/15/2018	21800841	Terramark	3/9/2018	N/A
219.	6579	WA	Spokane	Owned	C	Lawyers Title Insurance Corporation	10/7/1992	92-0355	-	-	-
220.	209200	WI	Appleton	Owned	C	CTIC	3/27/2018	21800842	Lampert-Lee	3/28/2018	18-37
221.	4395	WI	Cudahy	Owned	C	ALTA	4/12/2004 (mark-up)	1173527	-	-	-
222.	308800	WI	Kenosha	Owned	C	CTIC	3/20/2018	21800845	JLH	3/27/2018	18-260-105
223.	2432	WI	La Crosse	Owned	C	Chicago Title	12/3/2018	21800844	-	-	-
224.	223200	WI	Madison-East	Owned	C	CTIC	4/2/2018	21800843	Sarko	3/29/2018	45.22

RE ID	ST	City	10K Own/L/GL	Policy (P), Commitment (C), Other (R)	Title Company	Date	Policy or Commitment Number	Surveyor	Date of Survey	Survey No.
225.180400	WV	Barboursville	Owned	C	CTIC	4/2/2018	21800847	Eastham & Associates	3/22/2018	N/A

19. Each of the Encumbrances listed below:

	Debtor	Place of Filing	Type of filing found	Secured Party	Collateral	Original File Date	Original File Number	Amendment /Continuation File Date	Amendment/Continuation File Number
1.	California Builder Appliances, Inc.	CA Secretary of State	UCC-1	Maytag Appliances Sales Company	PMSI inventory	9/22/00	0027760879	6/10/02 7/08/02 7/6/05 5/18/10 3/27/15	02162C0017 02190C0069 05/70332234 10-72320757 15-74569635
2.	Florida Builder Appliances, Inc.	DE Secretary of State	UCC-1	U.S. Bank Equipment Finance, a division of U.S. Bank National Association	Specific equipment	7-16-18	20184851396	7-19-18	20184952046
3.	Innovel Solutions, Inc.	DE Secretary of State	UCC-1	Captive Finance Solutions, LLC	Leased equipment	12/24/14	20145241856	N/A	N/A
4.	Innovel Solutions, Inc.	DE Secretary of State	UCC-1	LG Electronics U.S.A., Inc.	Inventory that the Debtor holds as bailee under agreement between	1/13/17	20170301009	N/A	N/A

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				the Debtor and the secured party				
5. Kmart Corporation	IL Secretary of State	UCC-1	Abrim Enterprises, Inc.	Consigned inventory	09/22/16	21733199	N/A	N/A
6. Kmart Corporation	IL Secretary of State	UCC-1	Joseph Enterprises Inc.	PMSI inventory	9/27/17	22744488	N/A	N/A
7. Kmart Corporation	IL Secretary of State	UCC-1	Royal Consumer Products LLC	Poster board and foam board	11/18/14	19811727	N/A	N/A
8. Kmart Corporation	MI Department of State	UCC-1	State Street Bank and Trust Company/U.S. Bank National Association	Precautionary filing; parties intended to be a true lease	5-16-02	D910941	1-22-07 1-31-07 1-18-12 1-26-17	2007012057-9 2007017707-3 2012009674-3 20170126000489-4
9. Kmart Corporation	MI Department of State	UCC-1	The Bank of New York, as Note Trustee	Precautionary filing; parties intended to be a true lease	5-28-02	D915512	2-12-07 3-19-07 1-18-12 5-27-12 2-3-17	2007024132-3 2007043214-0 2012009204-8 2012077131-5 20170203000169-1

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10. Kmart Corporation	MI Department of State	UCC-1	Horizon Group USA, Inc.	Consigned inventory	4-13-09	2009054475-9	4-1-13 11-1-13	2013045352-7 2013157896-4
11. Kmart Corporation	MI Department of State	UCC-1	Clover Technologies Group, LLC	Consigned inventory	7-11-12	2012099717-3	3-3-17	20170303000786-1
12. Kmart Corporation	MI Department of State	UCC-1	Abrim Enterprises, Inc.	Consigned inventory	9/22/16	20160922000930-0	N/A	N/A
13. Kmart Corporation	MI Department of State	UCC-1	ACCO Brands USA LLC	Consigned inventory	11/1/16	20161101000796-0	N/A	N/A
14. Kmart Corporation	MI Department of State	UCC-1	ACCO Brands USA LLC	Consigned inventory	11/2/16	20161102000427-2	N/A	N/A
15. Kmart Corporation	MI Department of State	UCC-1	American Greetings Corporation	Consigned inventory	5/6/03	2003087025-3	5/5/08 4/26/13 8/22/16 4/25/18	2008069511-2 2013059416-9 2016115608-1 20180425000414-7
16. Kmart Corporation	MI Department of State	UCC-1	American Greetings Corporation	Consigned inventory	5/7/03	2003087053-2	5/5/08 4/26/13	2008069512-4 2013059415-7 2016115609-3

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							8/22/16 4/25/18	20180425000416 -5
17. Kmart Corporation	MI Department of State	UCC-1	Aneri Jewels L.L.C.	Consigned inventory	12/30/15	2015178917-9	N/A	N/A
18. Kmart Corporation	MI Department of State	UCC-1	Aneri Jewels, L.L.C.	Consigned inventory	9/17/14	2014135693-0	12/11/15	2015171608-7
19. Kmart Corporation	MI Department of State	UCC-1	Beauty Gem, Inc.	Consigned inventory	6/19/12	2012088753-6	10/04/16 1/31/17	20161004000429 -9 20170131000492 -0
20. Kmart Corporation	MI Department of State	UCC-1	Bio-Lab, Inc.	Consigned inventory	1/23/07	2007012556-7	1/23/12 11/02/16	2012011696-3 20161102000409 -6
21. Kmart Corporation	MI Department of State	UCC-1	Combine International, Inc. (d/b/a I.L. MFG Co., Shan Corporation and/or NSM Corp.)	Consigned inventory	8/28/08	2008135282-6	6/26/13 4/10/18	2013093663-4 20180410000852 -1
22. Kmart Corporation	MI Department of State	UCC-1	Early Morning LLC	Consigned inventory	1/19/18	20180119000728-9	N/A	N/A

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23. Kmart Corporation Sears, Roebuck and Co./Sears Holdings Management, Inc.	MI Department of State	UCC-1	ET Enterprises Distributors, Inc.	Consigned apparel and visor merchandise. Total \$54,846.00	7/29/16	2016105914-8	N/A	N/A
24. Kmart Corporation	MI Department of State	UCC-1	Hilco Wholesale Solutions, LLC	Consigned inventory	3/18/16	2016037312-9	N/A	N/A
25. Kmart Corporation	MI Department of State	UCC-1	Homecare Labs, Inc.	Consigned inventory	1/23/07	2007012558-1	1/23/12 11/02/16	2012011699-9 20161102000412-0
26. Kmart Corporation	MI Department of State	UCC-1	Kama-Schachter Jewelry, Inc.	Consigned inventory	9/20/16	20160920000978-2	N/A	N/A
27. Kmart Corporation	MI Department of State	UCC-1	LM Farms, LLC	Consigned inventory	1/19/18	20180119000726-1	N/A	N/A

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28.	Kmart Corporation	MI Department of State	UCC-1	Lucent Jewelers, Inc. N.D. Gems Inc.	Consigned inventory	2/2/17	20170202001080-3	N/A	N/A
29.	Kmart Corporation	MI Department of State	UCC-1	Mantua Manufacturing Co.	Consigned inventory	10/2/18	20181002001108-6	N/A	N/A
30.	Kmart Corporation	MI Department of State	UCC-1	Maxcolor LLC	Consigned inventory	9/7/17	20170907000378-6	N/A	N/A
31.	Kmart Corporation	MI Department of State	UCC-1	Mill Creek Entertainment, LLC	Consigned inventory	10/29/14	2014155704-9	N/A	N/A
32.	Kmart Corporation	MI Department of State	UCC-1	MJ Holding Company, LLC	Consigned inventory	12/01/09	2009169240-0	7/13/12 6/28/13 6/3/14	2012100886-4 2013095152-3 2014079863-2
33.	Kmart Corporation	MI Department of State	UCC-1	NCR Corporation	PMSI inventory	3/12/09	2009037776-6	2/28/14	2014029466-0
34.	Kmart Corporation	MI Department of State	UCC-1	Plus Mark LLC	PMSI inventory	10/4/16	20161012000541-9	N/A	N/A

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35. Kmart Corporation	MI Department of State	UCC-1	Richline Group, Inc.	Consigned inventory	10/23/14	2014153071-4	N/A	N/A
36. Kmart Corporation	MI Department of State	UCC-1	Riverstone USA LLC	Consigned inventory	10/31/16	201611140002 97-8	N/A	N/A
37. Kmart Corporation	MI Department of State	UCC-1	Rosy Blue, Inc.	Consigned inventory	9/10/13	2013131226-5	3/14/18	20180314001201 -7
38. Kmart Corporation	MI Department of State	UCC-1	Royal Consumer Products LLC	Poster board and foam board	12/16/14	2014178469-6	N/A	N/A
39. Kmart Corporation	MI Department of State	UCC-1	S&J Diamond Corp. Disons GEMS, Inc.	Consigned inventory	8/05/15	2015111249-3	N/A	N/A
40. Kmart Corporation	MI Department of State	UCC-1	Sakar International, Inc.	Consigned inventory	9/30/14	2014141770-2	N/A	N/A
41. Kmart Corporation	MI Department of State	UCC-1	Scents of Worth, Inc.	Consigned inventory	12/20/13	2013179478-4	N/A	N/A

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42. Kmart Corporation	MI Department of State	UCC-1	Shaghal Ltd.	Consigned inventory	10/01/15	2015137503-3	N/A	N/A
43. Kmart Corporation	MI Department of State	UCC-1	Shanti Corporation D/B/A Vijay Gold Designs	Consigned inventory	9/18/13	2013135456-6	8/07/18	20180807000509-4
44. Kmart Corporation	MI Department of State	UCC-1	The News Group, L.P.	PMSI inventory	2/23/18	20180223000573-3	N/A	N/A
45. Kmart Corporation	MI Department of State	UCC-1	Tiger Capital Group, LLC	Consigned inventory	2/08/18	20180208000547-9	N/A	N/A
46. Kmart Corporation	MI Department of State	UCC-1	Twentieth Century Fox Home Entertainment LLC	Consigned inventory	4/27/17	20170427001183-6	N/A	N/A
47. Kmart Corporation	MI Department of State	UCC-1	Verbatim Americas LLC	Consigned inventory	5/13/14	2014068095-0	N/A	N/A
48. Kmart Corporation	MI Department of State	UCC-1	Vijaydimon (USA) Inc.	Consigned inventory	9/13/13	2013133133-0	8/07/18	20180807000510-0

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49.	Kmart Corporation/Kmart of Michigan, Inc.	MI Department of State	UCC-1	Jacmel Jewelry Inc.	Consigned inventory	10/27/14	2014154479-9	N/A	N/A
50.	Kmart Corporation/Sears, Roebuck and Co./Sears Holdings Management Corporation./Sears Holdings Corporation	IL Secretary of State	UCC-1	Chapal Zenray Inc.	Consigned inventory	11/05/14	019779882	N/A	N/A
51.	Kmart Holding Corporation/Sears Holdings Corporation	IL Secretary of State	UCC-1	RGGD, Inc. D/B/A Crystal Art Gallery	Framed art and wall décor	03/26/12	17136976	03/08/17	9467438
52.	Kmart of Michigan, Inc.	MI Department of State	UCC-1	Bio-Lab, Inc.	Consigned inventory	1/23/07	2007012557-9	1/23/12 11/02/16	2012011697-5 20161102000414-8

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53. Kmart of Michigan, Inc.	MI Department of State	UCC-1	Homecare Labs, Inc.	Consigned inventory	1/23/07	2007012559-3	1/23/12 11/02/16	2012011701-6 20161102000419-3
54. Kmart of Washington LLC	WA Secretary of State	UCC-1	Bio-Lab, Inc.	Consigned inventory	1/23/07	2007-024-4055-9	1/23/12 11/02/16	2012-023-5218-2 2016-307-2158-1
55. Kmart of Washington LLC	WA Secretary of State	UCC-1	HomeCare Labs, Inc.	Consigned inventory	1/23/07	2007-024-4054-2	1/23/12 11/02/16	2012-023-5219-9 2016-307-2157-4
56. Kmart of Washington LLC	WA Secretary of State	UCC-1	Jacmel Jewelry Inc.	Consigned inventory	10/27/14	2014-300-2219-2	N/A	N/A
57. Kmart Operations LLC	DE Secretary of State	UCC-1	American Greetings Corporation	PMSI inventory	7/1/15	2015 2834785	8/22/16	20165092646
58. Kmart Operations LLC	DE Secretary of State	UCC-1	RX Gear, LLC	Consigned inventory	7/31/15	20153333670	N/A	N/A
59. Kmart Operations LLC	DE Secretary of State	UCC-1	Work 'N Gear, LLC	Consigned inventory	07/31/15	20153333647	N/A	N/A

<u>Debtor</u>	<u>Place of Filing</u>	<u>Type of filing found</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Original File Date</u>	<u>Original File Number</u>	<u>Amendment /Continuation File Date</u>	<u>Amendment/Continuation File Number</u>
60. Kmart Operations LLC/Sears Operation LLC/ Sears Holdings Corporation	DE Secretary of State	UCC-1	Lucent Jewelers, Inc. N.D. Gems Inc.	Consigned inventory	4/18/18	20182630396	N/A	N/A
61. Kmart Operations LLC/Sears Operations LLC/Sears, Roebuck and Co.	IL Secretary of state	UCC-1	D-Link Systems, Inc.	Consigned inventory	10/16/14	19726150	6/26/15	09363045
62. Kmart Stores of Illinois LLC	IL Secretary of State	UCC-1	Bio-Lab, Inc.	Consigned inventory	1/23/07	11741681	1/23/12 11/02/16	009157193 009444896
63. Kmart Stores of Illinois LLC	IL Secretary of State	UCC-1	HomeCare Labs, Inc.	Consigned inventory	1/23/07	11741703	1/23/12 11/02/16	009157194 009444897
64. Kmart Stores of Illinois LLC	IL Secretary of State	UCC-1	Jacmel Jewelry Inc.	Consigned inventory	10/27/14	19751392	N/A	N/A

<u>Debtor</u>	<u>Place of Filing</u>	<u>Type of filing found</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Original File Date</u>	<u>Original File Number</u>	<u>Amendment /Continuation File Date</u>	<u>Amendment/Continuation File Number</u>
65. Kmart Stores of Texas LLC	TX Secretary of State	UCC-1	Bio-Lab, Inc.	Consigned inventory	1/29/07	07-0003108756	1/23/12 11/02/16	12-00023888 16-00358725
66. Kmart Stores of Texas LLC	TX Secretary of State	UCC-1	HomeCare Labs, Inc.	Consigned inventory	1/23/07	07-0002446699	1/23/12 11/02/16	12-00023886 16-00358729
67. Kmart Stores of Texas LLC	TX Secretary of State	UCC-1	Jacmel Jewelry Inc.	Consigned inventory	10/27/14	14-0034360314	N/A	N/A
68. Sears Brand Management Corporation	DE Secretary of State	UCC-1	Early Morning LLC	Consigned inventory	1/18/18	20180425047	N/A	N/A
69. Sears Brand Management Corporation	DE Secretary of State	UCC-1	Hilco Wholesale Solutions, LLC	Consigned inventory	3/18/16	20161652229	N/A	N/A
70. Sears Brand Management Corporation	DE Secretary of State	UCC-1	LM Farms, LLC	Consigned inventory	1/18/18	20180424727	N/A	N/A
71. Sears Brand Management Corporation	DE Secretary of State	UCC-1	Riverstone USA LLC	Consigned inventory	10/28/16	20166659104	N/A	N/A

<u>Debtor</u>	<u>Place of Filing</u>	<u>Type of filing found</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Original File Date</u>	<u>Original File Number</u>	<u>Amendment /Continuation File Date</u>	<u>Amendment/Continuation File Number</u>
72. Sears Brand Management Corporation	DE Secretary of State	UCC-1	Shaghal Ltd.	Consigned inventory	10/1/15	20154442397	N/A	N/A
73. Sears Brand Management Corporation/Sears Holdings Management Corporation/Sears Holdings Corporation	DE Secretary of State	UCC-1	Tiger Capital Group, LLC	Consigned inventory	2/8/18	20180915161	N/A	N/A
74. Sears Holdings Corporation	DE Secretary of State	UCC-1	Aneri Jewels, L.L.C	Consigned inventory	12/29/15	20156311038	N/A	N/A
75. Sears Holdings Corporation	DE Secretary of State	UCC-1	Bracketron, Inc.	Consigned inventory	3/22/16	20161715067	N/A	N/A
76. Sears Holdings Corporation	DE Secretary of State	UCC-1	Mantua Manufacturing Co.	Consigned inventory	10/2/18	20186813873	N/A	N/A
77. Sears Holdings Corporation	DE Secretary of State	UCC-1	Riverstone USA LLC	Consigned inventory	10/28/16	20166658916	N/A	N/A

<u>Debtor</u>	<u>Place of Filing</u>	<u>Type of filing found</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Original File Date</u>	<u>Original File Number</u>	<u>Amendment /Continuation File Date</u>	<u>Amendment/Continuation File Number</u>
78. Sears Holdings Corporation	DE Secretary of State	UCC-1	Rosy Blue, Inc.	Consigned inventory	9/10/13	20133515278	3/13/18	20181727904
79. Sears Holdings Corporation	DE Secretary of State	UCC-1	Shaghal Ltd.	Consigned inventory	10/1/15	20154442603	N/A	N/A
80. Sears Holdings Corporation	DE Secretary of State	UCC-1	Shanti Corporation D/B/A Vijay Gold Designs	Consigned inventory	9/17/13	20133616209	8/6/18	20185411505
81. Sears Holdings Corporation	DE Secretary of State	UCC-1	Soft Air USA Inc.	Consigned inventory	5/19/17	20173319099	N/A	N/A
82. Sears Holdings Corporation	DE Secretary of State	UCC-1	Suberi Brothers, LLC	Consigned inventory	3/12/13	20130947524	3/12/18	20181692199
83. Sears Holdings Corporation	DE Secretary of State	UCC-1	Vijaydimon (USA) Inc.	Consigned inventory	9/12/13	20133564060	8/6/18	20185411547
84. Sears Holdings Corporation	IL Secretary of State	UCC-1	MaxMark, Inc.	Consigned inventory	3/03/17	022163000	N/A	N/A

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85. Sears Holdings Corporation/Kmart Holding Corporation	DE Secretary of State	UCC-1	RGGD, Inc. d/b/a Crystal Art Gallery	Consigned inventory	3/16/12	20121026733	3/06/17	20171481271
86. Sears Holdings Corporation/Kmart Holding Corporation	IL Secretary of State	UCC-1	RGGD, Inc., d/b/a Crystal Art Gallery	Consigned inventory	3/26/14	01713697	3/8/17	009467438
87. Sears Holdings Corporation/Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Aneri Jewels, L.L.C.	Consigned inventory	9/17/14	20143714227	12/10/15	20155946255
88. Sears Holdings Corporation/Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Combine International, Inc.(d/b/a I.L. MFG Co., Shan Corporation and/or NSM Corp.)	Consigned inventory	8/28/08	20082932810	5/19/09 6/26/13 4/10/18	20091581823 20132463777 20182435051
89. Sears Holdings Corporation/S	DE Secretary of State	UCC-1	Sun Diamond, Inc. d/b/a Sun Source	Consigned inventory	8/13/14	20143244829	N/A	N/A

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ears Holdings Management Corporation								
90. Sears Holdings Corporation/S ears Holdings Management Corporation	DE Secretary of State	UCC-1	Suberi Brothers, LLC	Consigned inventory	3/12/18	20181687009	N/A	N/A
91. Sears Holdings Corporation/S ears Holdings Management Corporation/S ears Holdings Inc.	DE Secretary of State	UCC-1	The Luxe Group Inc.	Consigned inventory	12/05/16	20167514852	N/A	N/A
92. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Abrim Enterprises, Inc.	Consigned inventory	9/23/16	20165840119	N/A	N/A
93. Sears Holdings	DE Secretary of State	UCC-1	Aneri Jewels, L.L.C	Consigned inventory	12/29/15	20156311178	N/A	N/A

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Management Corporation								
94. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Canon Financial Services, Inc.	Leased or financed equipment	12/19/14	20145172150	N/A	N/A
95. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Canon Financial Services, Inc.	Leased or financed equipment	12/29/15	20156308844	N/A	N/A
96. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Cross Country Home Services, Inc., on behalf of itself and as Agent	Receivables under THM program documents (with HomeSure vendors)	11/1/17	20177234570	N/A	N/A
97. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Hewlett-Packard Financial Services Company	Leased or financed equipment	8/4/14	20143096716	N/A	N/A
98. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Jacmel Jewelry Inc.	Consigned inventory	10/27/14	20144299681	N/A	N/A

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99. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Kama-Schachter Jewelry, Inc.	Consigned inventory	9/19/16	20165726466	N/A	N/A
100. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Mantua Manufacturing Co.	Consigned inventory	10/2/18	20186813626	N/A	N/A
101. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Plymouth Packaging, Inc. dba Box on Demand	Specific machinery	10/13/16	20166295644	N/A	N/A
102. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Three Point Capital, LLC	Tax credit from State of IL	10/5/16	20166110884	N/A	N/A
103. Sears Holdings Management Corporation	DE Secretary of State	UCC-1	Twentieth Century Fox Home Entertainment LLC	Consigned inventory	4/27/17	20172761630	N/A	N/A
104. Sears Holdings Management Corporation	IL Secretary of State	UCC-1	Abram Enterprises, Inc.	Consigned inventory	9/22/16	21733121	N/A	N/A

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105 Sears Holdings Management Corporation	IL Secretary of State	UCC-1	Allure Gems LLC	Consigned inventory	10/21/16	21810061	N/A	N/A
106 Sears Holdings Management Corporation	IL Secretary of State	UCC-1	MaxMark Inc.	Consigned inventory	10/17/13	18685485	N/A	N/A
107 Sears Holdings Management Corporation/Sears Holdings Corporation	DE Secretary of State	UCC-1	Suberi Brothers, LLC	Consigned inventory	3/12/13	20130947813	3/12/18 5 3/13/18	2018 1692199 2018 1733290
108 Sears Home & Business Franchises, Inc.	DE Secretary of State	UCC-1	U.S. Bank Equipment Finance, a division of U.S. Bank National Association	Specific equipment	12-8-15	20155868921	N/A	N/A
109 Sears Home & Business Franchises, Inc.	DE Secretary of State	UCC-1	VAR Resources, LLC	Specific equipment	3-22-17	20171866307	N/A	N/A

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110 Sears Home Improvement Products, Inc.	PA Secretary of Commonwealth	UCC-1	Toyota Industries Commercial Finance, Inc.	Specific machinery	1/20/17	2017012000854	N/A	N/A
111 Sears Operations LLC	DE Secretary of State	UCC-1	American Greetings Corporation	PMSI inventory	7/1/2015	20152834777	8/22/16	2016 5092653
112 Sears Operations LLC	DE Secretary of State	UCC-1	RX Gear, LLC	Consigned inventory	7/31/15	20153333522	N/A	N/A
113 Sears Operations LLC	DE Secretary of State	UCC-1	Seiko Corporation of America	Consigned inventory	8/26/15	20153752911	N/A	N/A
114 Sears Operations LLC	DE Secretary of State	UCC-1	Work 'N Gear, LLC	Consigned inventory	7/31/15	20153333423	N/A	N/A
115 Sears Roebuck and Co.	NY Department of State	UCC-1	Seiko Corporation of America	Consigned inventory	9-20-13	201309208382954	8-10-18	201809108411994
116 Sears, Roebuck and Co.	IL Secretary of State	UCC-1	Abram Enterprises, Inc.	Consigned inventory	9/22/16	021732508	N/A	N/A

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117 Sears, Roebuck and Co.	IL Secretary of State	UCC-1	Crown Credit Company	Equipment	10/6/14	019695123	N/A	N/A
118 Sears, Roebuck and Co.	IL Secretary of State	UCC-1	Dell Financial Services, L.P.	Computer equipment	6/23/00	004231060	5/26/05 4/30/10 11/18/10 5/29/15	008764570 009042080 009078848 009359027
119 Sears, Roebuck and Co.	IL Secretary of State	UCC-1	Richline Group, Inc.	Consigned inventory	10/23/14	019744515	N/A	N/A
120 Sears, Roebuck and Co.	NY Department of State	UCC-1	Abram Enterprises, Inc.	Consigned inventory	9/22/16	201609228377179	N/A	N/A
121 Sears, Roebuck and Co.	NY Department of State	UCC-1	American Greetings Corporation	PMSI inventory	7/1/15	201507015725202	8/22/16	201608226001740
122 Sears, Roebuck and Co.	NY Department of State	UCC-1	Aneri Jewels, Inc.	Consigned inventory	12/29/15	201512296458142	N/A	N/A
123 Sears, Roebuck and Co.	NY Department of State	UCC-1	Lucent Jewelers, Inc.	Consigned inventory	9/11/14	201409118353324	8/10/15	201508108306068

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124 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Beauty Gem, Inc.	Consigned inventory	8/10/11	201108100433869	4/15/16 10/4/16	201604150176930 201610040477344
125 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Bio-Lab, Inc.	Consigned inventory	1/23/07	200701230055253	1/23/12 12/2/16	201201235087232 201612020571560
126 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Combine International, Inc. (d/b/a I.L. Mft. Co., Shan Corporation and/or NSM Corp.	Consigned inventory	8/28/08	200808280601486	6/27/13 4/10/18	201306270359563 201804100166286
127 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Cross Countrv Home Services, Inc., on behalf of itself and as agent	Receivables under THM program documents (with HomeSure vendors)	11/1/17	201711010534407	N/A	N/A
128 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Early Morning LLC	Consigned inventory	1/19/18	201801190029719	N/A	N/A
129 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Envisions LLC	Consigned inventory	3/31/17	201703318132790	N/A	N/A

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130 . Sears, Roebuck and Co.	NY Department of State	UCC-1	ET Enterprises Distributors, Inc.	Consigned apparel and visor merchandise, total \$54,846.00	8/11/16	201608110386101	N/A	N/A
131 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Gold LLC	Consigned inventory	6/20/13	201306205672669	5/11/18	201805115580409
132 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Hilco Wholesale Solutions, LLC	Consigned inventory	3/18/16	201603188106670	N/A	N/A
133 . Sears, Roebuck and Co.	NY Department of State	UCC-1	HomeCare Labs, Inc.	Consigned inventory	1/23/07	200701230055241	1/23/12 12/2/16	201201235087244 201612020571522
134 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Jacmel Jewelry Inc.	Consigned inventory	10/27/14	201410270600834	N/A	N/A
135 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Kama-Schachter Jewelry, Inc.	Consigned inventory	9/19/16	201609196110859	N/A	N/A
136 . Sears, Roebuck and Co.	NY Department of State	UCC-1	Lands' End Inc.	Consigned inventory	1/27/17	201701270037999	N/A	N/A

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137 Sears, Roebuck and Co.	NY Department of State	UCC-1	LM Farms, LLC	Consigned inventory	1/19/18	201801190029721	N/A	N/A
138 Sears, Roebuck and Co.	NY Department of State	UCC-1	Mantua Manufacturing Co.	Consigned inventory	10/2/18	201810028451499	N/A	N/A
139 Sears, Roebuck and Co.	NY Department of State	UCC-1	Maxcolor LLC	Consigned inventory	9/6/17	201709068382318	N/A	N/A
140 Sears, Roebuck and Co.	NY Department of State	UCC-1	NMHG Financial Services, Inc.	Leased equipment	1/14/10	201001145039567	8/19/14	201408195885473
141 Sears, Roebuck and Co.	NY Department of State	UCC-1	PAJ, Inc.	Consigned inventory	10/23/13	201310238426034	5/20/14 7/28/14 9/25/14 12/12/14 4/1/2015 1/20/15 2/11/15 2/25/15 4/1/15 5/26/15	201405208192056 201407288290826 201409258374391 201412128486689 201501208021186 201502118051411 20150225806729

<u>Debtor</u>	<u>Place of Filing</u>	<u>Type of filing found</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Original File Date</u>	<u>Original File Number</u>	<u>Amendment /Continuation File Date</u>	<u>Amendment/Continuation File Number</u>
								7 20150401811448 2 20150526819726 4
142 Sears, Roebuck and Co.	NY Department of State	UCC-1	Riverstone USA LLC	Consigned inventory	11/10/16	201611100538 286	N/A	N/A
144 Sears, Roebuck and Co.	NY Department of State	UCC-1	Rosy Blue, Inc.	Consigned inventory	8/23/13	201308230481 633	2/28/18	20180228009656 9
146 Sears, Roebuck and Co.	NY Department of State	UCC-1	S&J Diamond Corp. Disons Gems, Inc.	Consigned inventory	8/5/15	201508050398 618	N/A	N/A
147 Sears, Roebuck and Co.	NY Department of State	UCC-1	Sakar International, Inc.	Consigned inventory	9/30/14	201409308380 725	N/A	N/A
148 Sears, Roebuck and Co.	NY Department of State	UCC-1	Shaghal Ltd.	Consigned inventory	10/1/15	201510018378 394	N/A	N/A
149 Sears, Roebuck and Co.	NY Department of State	UCC-1	Shanti Corporation d/b/a Vijay Gold Designs	Consigned inventory	9/17/13	201309170529 052	8/7/18	20180807037182 6

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150 Sears, Roebuck and Co.	NY Department of State	UCC-1	Suberi Brothers, LLC	Consigned inventory	3/12/13	201303125262415	3/12/18	201803125295476
151 Sears, Roebuck and Co.	NY Department of State	UCC-1	Aneri Jewels, L.L.C.	Consigned inventory	9/17/14	201409175988722	12/10/15	201512106388702
152 Sears, Roebuck and Co.	NY Department of State	UCC-1	Sun Diamond, Inc.	Consigned inventory	10/08/09	200910085908309	8/13/14	201408135861344
153 Sears, Roebuck and Co.	NY Department of State	UCC-1	Thompson Tractor Co., Inc.	Caterpillar tractor	3/5/15	201503058082566	N/A	N/A
154 Sears, Roebuck and Co.	NY Department of State	UCC-1	Tiger Capital Group, LLC	Consigned inventory	2/8/18	201802080062302	N/A	N/A
155 Sears, Roebuck and Co.	NY Department of State	UCC-1	Twentieth Century Fox Home Entertainment LLC	Consigned inventory	4/27/17	201704270202869	N/A	N/A
156 Sears, Roebuck and Co.	NY Department of State	UCC-1	Vijaydimon (USA) Inc.	Consigned inventory	6/22/15	201506220309221	N/A	N/A

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157 Sears, Roebuck and Co.	NY Department of State	UCC-1	Vijaydimon (USA) Inc.	Consigned inventory	9/13/13	201309130523 646	8/7/18	20180807037181 4

**Schedule 1.1(k)**

**Specified Receivables**

1. See Annex 11, attached.

(\$ in millions)

Assumed Vendor Receivables

Account Name	Amount
A/P Vendor Reclass Post	\$52.6
Return Merchandise Receivable	59.9
A/R Customer Receivables	41.5
[REDACTED]	[REDACTED]
Wholesale A/R Receivables	22.8
A/R Ncc-Oem	10.3
09987 Sears One Card Clearance	6.3
08500 Finance Related Exp	6.8
[REDACTED]	[REDACTED]
A/R Wex Commercial Credit	3.4
A/R - Other Companies	3.5
A/R New Account Bounty	2.7
A/R Credit Sales Revenue	2.5
A/R Ncc-Ae	2.8
Parts Direct	2.3
A/R - Merchandise Allowance	2.1
A/R Vendor Allowance - Import	1.7
A/R - Sub-Tenants	1.9
A/R - Coupons	1.0
A/R - Store Receivable	1.3
[REDACTED]	[REDACTED]
A/R 3Rd Party Retail Installat	0.6
Accrued Over/Shortages	0.5
A/R - Freight Claims	0.5
[REDACTED]	[REDACTED]
A/R - Wic	0.2
A/R - Loans And Advances	0.1
Service Contracts Pa	0.1
A/R - Bad Checks	0.1
All Other Recievables	30.0
<b>Total Available Receivables<sup>1</sup></b>	<b>\$255.2</b>

1. Net of Allowance for Bad Debt

**Schedule 1.1(l)**

**Warranty Receivables**

1. See Annex 12, attached.

(\$ in millions)

Assumed CCHS Receivable

<b>Total</b>		

**Schedule 1.1(m)**

**GOB Leases**

<b><u>Store#</u></b>	<b><u>City</u></b>	<b><u>State</u></b>	<b><u>Fee Type</u></b>
9711	Russellville	AR	Lease
1169	Chandler	AZ	Lease
1078	Mesa/East	AZ	Lease
1768	Paradise Vly	AZ	Lease
1708	Phoenix-Desert Sky	AZ	Lease
2047	Sierra Vista	AZ	Lease
4996	Tucson	AZ	GL
4996	Tucson	AZ	GL
2078	Yuma	AZ	Lease
9608	Auburn	CA	Lease
1318	Bakersfield	CA	Lease
3834	Burbank	CA	Lease
3834	Burbank	CA	Lease
1518	Cerritos	CA	Lease
3945	Delano	CA	Lease
1988	El Centro	CA	Lease
1408	Florin	CA	Lease
2298	Merced	CA	Lease
1618	Modesto	CA	Lease
2138	Santa Barbara	CA	Lease
1658	Santa Rosa	CA	Lease
3174	Stockton	CA	Lease
3828	Temecula	CA	GL
1221	Chapel Hills	CO	Lease
1221	Chapel Hills	CO	Lease
1111	Colorado Springs	CO	GL
1111	Colorado Springs	CO	GL
1071	Lakewood	CO	Lease

3216	Vernon	CT	Lease
1193	Waterford	CT	Lease
1755	Boynton Beach	FL	Lease
2565	Bradenton	FL	Lease
4893	Ellenton	FL	Lease
4893	Ellenton	FL	Lease
2315	Jensen Bch(Stuart)	FL	Lease
1955	Lakeland	FL	Lease
2245	Melbourne	FL	Lease
1006	Ocala	FL	Lease
2145	Port Charlotte	FL	Lease
2145	Port Charlotte	FL	Lease
1585	Tallahassee	FL	GL
1745	Tampa/Westshore	FL	Lease
2505	Covington	GA	Lease
2505	Covington	GA	Lease
2422	Sioux City	IA	Lease
9309	Webster City	IA	Lease
1229	Boise	ID	Lease
2278	Idaho Falls	ID	Lease
3371	Chicago	IL	Lease
1640	Elk Grove Vlg	IL	GL
1640	Elk Grove Vlg	IL	GL
1740	Joliet	IL	Lease
4297	Mokena	IL	Lease
2990	Rockford-Cherryvale	IL	Lease
2990	Rockford-Cherryvale	IL	Lease
9030	Peru	IN	Lease
9030	Peru	IN	Lease
1161	Wichita-Town East	KS	GL
1226	Metairie	LA	Lease

1226	Metairie	LA	Lease
4810	Metairie	LA	Lease
4810	Metairie	LA	Lease
1403	Natick	MA	Lease
3256	Baltimore	MD	Lease
1424	Bethesda	MD	Lease
2034	Bowie	MD	Lease
1844	Columbia	MD	Lease
1773	Prince Frederick	MD	Lease
1773	Prince Frederick	MD	Lease
9521	Madawaska	ME	Lease
3380	Waterville	ME	Lease
1390	Ann Arbor	MI	Lease
1250	Lincoln Park	MI	Lease
1722	Bloomington	MN	GL
1112	Minnetonka	MN	Lease
4351	Rochester	MN	Lease
4351	Rochester	MN	Lease
1052	St Paul	MN	Lease
9353	Crystal City	MO	Lease
9353	Crystal City	MO	Lease
4304	Florissant	MO	Lease
9520	Gulfport	MS	Lease
9520	Gulfport	MS	Lease
2106	Tupelo	MS	Lease
3886	Asheville	NC	Lease
3886	Asheville	NC	Lease
1045	Durham-Northgate	NC	Lease
9619	Morehead City	NC	Lease
9619	Morehead City	NC	Lease
9549	Morganton	NC	Lease

9549	Morganton	NC	Lease
1375	Winston Salem	NC	Lease
4022	Grand Forks	ND	Lease
4022	Grand Forks	ND	Lease
9319	Alliance	NE	Lease
9319	Alliance	NE	Lease
2421	Grand Island	NE	Lease
1041	Omaha	NE	GL
2663	Portsmouth	NH	Lease
1464	Deptford	NJ	Lease
1574	Middletown	NJ	Lease
3071	Toms River	NJ	Lease
3071	Toms River	NJ	Lease
1287	Coronado	NM	Lease
1828	Las Vegas	NV	GL
1328	Las Vegas(Blvd)	NV	Lease
1328	Las Vegas(Blvd)	NV	Lease
9274	Greenwich	NY	Lease
9274	Greenwich	NY	Lease
7065	Horseheads	NY	Lease
9381	Huntington	NY	Lease
1414	Nanuet	NY	Lease
1894	Rochester	NY	GL
2173	Saratoga	NY	Lease
2683	Watertown	NY	Lease
7677	Wellsville	NY	Lease
1944	Yorktown Hts	NY	Lease
3013	Cleveland	OH	Lease
3013	Cleveland	OH	Lease
9096	Fostoria	OH	Lease
9096	Fostoria	OH	Lease

2001	Piqua	OH	GL
1210	Polaris	OH	Lease
2311	Norman	OK	Lease
1151	Tulsa Woodland Hls	OK	Lease
3839	Corvallis	OR	Lease
3839	Corvallis	OR	Lease
2179	Medford	OR	Lease
1079	Washington Sq	OR	Lease
2494	Altoona	PA	Lease
2494	Altoona	PA	Lease
7746	Carlisle	PA	Lease
4113	Erie	PA	Lease
4113	Erie	PA	Lease
1714	Greensburg	PA	GL
1644	Lancaster	PA	GL
4064	North Versailles	PA	Lease
3527	Philadelphia	PA	Lease
1484	Reading	PA	Lease
2074	Stroudsburg	PA	Lease
4858	Caguas	PR	Lease
3896	San German	PR	Lease
4490	San Juan	PR	Lease
2807	Rock Hill	SC	Lease
7043	Rock Hill	SC	Lease
7062	Sumter	SC	Lease
7062	Sumter	SC	Lease
4170	Rapid City	SD	Lease
4170	Rapid City	SD	Lease
1146	Cordova	TN	Lease
1386	Goodlettsville	TN	GL
2036	Jackson	TN	Lease

2036	Jackson	TN	Lease
2156	Maryville	TN	Lease
2226	Murfreesboro	TN	Lease
9735	Sevierville	TN	Lease
9735	Sevierville	TN	Lease
1387	Amarillo	TX	Lease
1387	Amarillo	TX	Lease
1357	Austin/Barton Creek	TX	Lease
1080	Frisco	TX	Lease
1277	Ingram	TX	Lease
2147	Irving	TX	Lease
2487	Killeen	TX	Lease
2487	Killeen	TX	Lease
2557	Longview	TX	Lease
1247	Lubbock	TX	Lease
2637	Port Arthur	TX	Lease
1207	Richardson	TX	Lease
1227	Southwest Ctr	TX	Lease
1367	Waco	TX	Lease
1367	Waco	TX	Lease
2435	Charlottesville	VA	Lease
2435	Charlottesville	VA	Lease
1575	Hampton	VA	Lease
2329	Kennewick(Pasco)	WA	Lease
2329	Richland	WA	Lease
1130	Janesville	WI	GL
3692	Oconomowoc	WI	Lease
3692	Oconomowoc	WI	Lease
4188	Charleston	WV	Lease
4736	Casper	WY	Lease

**Schedule 1.1(n)**  
**GOB Owned Stores**

<b><u>Store #</u></b>	<b><u>City</u></b>	<b><u>State</u></b>
1075	Daytona Beach	FL
2885	Port Richey	FL
1475	Durham	NC
2191	Lincoln	NE
1216	Memphis/Southland	TN
2092	Appleton	WI
4395	Cudahy	WI

**Schedule 1.1(o)**  
**Operating Leases**

<b><u>Store#</u></b>	<b><u>City</u></b>	<b><u>State</u></b>	<b><u>Fee Type</u></b>
2027	Wasilla	AK	GL
8706	Birmingham	AL	Lease
2306	Gadsden	AL	Lease
49003	Mobile	AL	Lease
2796	Tuscaloosa	AL	GL
2126	Hot Springs	AR	Lease
8941	Little Rock	AR	Lease
1206	North Little Rock	AR	Lease
1798	Glendale	AZ	Lease
30938	Glendale	AZ	Lease
3707	Lake Havasu City	AZ	Lease
7088	Mesa	AZ	Lease
8778	Phoenix	AZ	Lease
2218	Prescott	AZ	Lease
5865	Scottsdale	AZ	Lease
61901	Scottsdale	AZ	GL
49028	Tempe	AZ	Lease
5880	Tempe	AZ	Lease
1728	Tucson	AZ	GL
49011	Tucson	AZ	Lease
8937	Tucson	AZ	Lease
5866	Tucson (Marana)	AZ	Lease
4762	Antioch	CA	Lease
7619	Atascadero	CA	Lease
1018	Baldwin Hills	CA	Lease
8901	Benicia	CA	Lease
7653	Big Bear Lake	CA	Lease
7756	Bishop	CA	Lease

1008	Boyle	CA	Lease
1638	Brea	CA	Lease
1268	Buena Park	CA	Lease
1838	Burbank	CA	GL
7165	Camarillo	CA	Lease
1678	Carlsbad	CA	GL
3086	Chico	CA	Lease
1358	Chula Vista	CA	Lease
1098	Clovis	CA	Lease
1368	Concord	CA	GL
7098	Concord	CA	Lease
5798	Concord-Mcphails	CA	Lease
1388	Costa Mesa	CA	Lease
4047	Costa Mesa	CA	Lease
5382	Costa Mesa	CA	Lease
1309	Downey	CA	GL
2728	Downey	CA	GL
1758	Escondido	CA	GL
2628	Eureka	CA	Lease
3725	Freedom	CA	GL
1208	Fresno	CA	Lease
8366	Fresno	CA	Lease
8913	Fresno	CA	Lease
1088	Glendale	CA	GL
9746	Grass Valley	CA	Lease
2656	Hanford	CA	Lease
1248	Hayward	CA	Lease
4457	Hayward	CA	GL
5689	Hayward	CA	Lease
2028	Hemet	CA	GL
3748	Hollister	CA	GL

4819	Lakeport	CA	Lease
8258	Lakewood	CA	Lease
3982	Lemoore	CA	Lease
9328	Long Beach	CA	GL
8253	Mcclellan	CA	Lease
7390	Mckinleyville	CA	Lease
8868	Milpitas	CA	Lease
8780	Mira Loma	CA	Lease
8928	Mira Loma(Jurupa VI)	CA	Lease
3345	Modesto	CA	Lease
1748	Montclair	CA	Lease
1998	Montebello	CA	Lease
1868	Moreno Vly	CA	Lease
1168	No Hollywood	CA	Lease
4421	North Hollywood	CA	Lease
1508	Northridge	CA	Lease
3842	Oakdale	CA	Lease
3483	Ontario	CA	Lease
8287	Ontario	CA	Lease
8729	Ontario	CA	Lease
1378	Orange	CA	GL
1968	Palm Desert	CA	Lease
2798	Palm Desert	CA	GL
9551	Paradise	CA	Lease
1048	Pasadena	CA	GL
3501	Petaluma	CA	Lease
3531	Pinole	CA	Lease
7471	Placerville	CA	Lease
1019	Pleasanton	CA	Lease
3678	Ramona	CA	Lease
5668	Rancho Cordova	CA	Lease

1818	Rancho Cucamonga	CA	GL
4349	Redwood City	CA	Lease
1298	Riverside	CA	Lease
4706	Riverside	CA	Lease
7175	Riverside	CA	Lease
5784	Rohnert Park	CA	Lease
8768	Sacramento	CA	Lease
1688	Salinas	CA	Lease
3412	Salinas	CA	Lease
1398	San Bernardino	CA	Lease
1478	San Bruno	CA	Lease
62529	San Diego	CA	Lease
8748	San Diego	CA	Lease
31882	San Diego	CA	Lease
5000	San Francisco	CA	Lease
8398	San Jose	CA	Lease
1488	San Jose-Eastridge	CA	Lease
30969	San Leandro	CA	Lease
5787	San Rafael - Mcphails	CA	Lease
8369	Santa Ana	CA	Lease
8808	Santa Ana	CA	Lease
5764	Santa Clara	CA	Lease
2088	Santa Maria	CA	Lease
7639	Santa Paula	CA	Lease
9797	Scotts Valley	CA	GL
9153	South Lake Tahoe	CA	Lease
1288	Stockton	CA	GL
8708	Stockton	CA	Lease
8758	Sylmar	CA	Lease
4751	Tehachapi	CA	Lease
1108	Temecula	CA	Lease

3127	Temple City	CA	Lease
1278	Torrance	CA	GL
2059	Tracy	CA	Lease
62538	Tustin	CA	Lease
3018	Valencia	CA	Lease
1148	Ventura	CA	Lease
2829	Victorville	CA	Lease
2068	Visalia	CA	Lease
9761	Visalia	CA	Lease
1189	West Covina	CA	Lease
3235	West Covina	CA	Lease
9489	West Hills	CA	Lease
1149	Whittier	CA	Lease
2238	Yuba City	CA	Lease
1141	Aurora	CO	Lease
8290	Brighton	CO	Lease
1131	Centennial	CO	Lease
4224	Denver	CO	Lease
1467	Ft Collins	CO	GL
7329	Loveland	CO	Lease
4453	Pueblo	CO	Lease
1303	Danbury	CT	Lease
1014	Enfield	CT	Lease
1134	Milford	CT	Lease
3495	Milford	CT	Lease
7109	Watertown	CT	Lease
4807	Bear	DE	Lease
4456	Bridgeville	DE	Lease
2654	Dover	DE	Lease
7725	Rehoboth Beach	DE	Lease
3873	Wilmington	DE	Lease

3317	Boca Raton	FL	Lease
5958	Bonita Springs Showroom	FL	Lease
6820	Boynton Beach	FL	GL
7321	Bradenton	FL	Lease
1007	Brandon	FL	Lease
2485	Brooksville	FL	GL
1125	Coral Gables	FL	Lease
1715	Doral(Miami)	FL	Lease
7067	Fort Myers	FL	Lease
1195	Ft Lauderdale	FL	GL
1495	Ft Myers	FL	Lease
5863	Ft Myers	FL	Lease
8972	Ft Myers	FL	Lease
8990	Ft Pierce	FL	Lease
3424	Gainesville	FL	Lease
1345	Hialeah/Westland	FL	Lease
3818	Hollywood	FL	Lease
425	Jacksonville	FL	Lease
7979	Jacksonville	FL	Lease
9614	Key Largo	FL	Lease
2215	Key West	FL	Lease
4725	Key West	FL	Lease
49012	Lake Mary	FL	Lease
3269	Lantana	FL	Lease
2745	Leesburg	FL	Lease
9224	Marathon	FL	Lease
3074	Miami	FL	Lease
3793	Miami	FL	Lease
4728	Miami	FL	Lease
8065	Miami	FL	Lease
5991	Miami - Showroom	FL	Lease

1365	Miami/Cutler Rdg	FL	Lease
2056	Mry Est/Ft Wltn Bch	FL	Lease
2695	Naples	FL	Lease
5237	Oakland Park	FL	Lease
8864	Ocala	FL	Lease
1456	Oviedo	FL	GL
1765	Palm Beach Gardens	FL	GL
2805	Panama City	FL	Lease
1775	Pembroke Pines	FL	Lease
31918	Pembroke Pines	FL	Lease
8066	Pensacola	FL	Lease
8957	Pensacola	FL	Lease
1205	Pompano Beach	FL	Lease
5962	Pompano Beach	FL	Lease
5976	Sarasota	FL	Lease
4355	St. Petersburg	FL	Lease
8815	Sunrise	FL	Lease
8895	Tampa	FL	Lease
1066	The Avenues	FL	Lease
7294	Vero Beach	FL	Lease
5959	West Palm Bch	FL	Lease
5185	Winter Park	FL	Lease
8825	Winter Park	FL	Lease
1385	Atlanta	GA	Lease
3713	Covington	GA	Lease
3978	Peachtree City	GA	Lease
8872	Pendergrass	GA	Lease
1305	Savannah	GA	Lease
8902	Savannah	GA	Lease
1578	Aiea Oahu-Pearl Rdg	HI	Lease
8049	Hilo	HI	GL

2388	Hilo(Sur)	HI	Lease
1681	Honolulu	HI	Lease
8158	Honolulu	HI	GL
2148	Kahului Maui(Sur)	HI	GL
1738	Kaneohe(Sur)	HI	GL
8818	Pearl City	HI	GL
9220	Algona	IA	Lease
7767	Charles City	IA	Lease
9222	Cherokee	IA	Lease
3447	Clive	IA	Lease
3097	Council Bluffs	IA	Lease
45113	Des Moines	IA	Lease
8711	Boise	ID	Lease
7033	Lewiston	ID	Lease
7006	Twin Falls	ID	Lease
8844	Bloomington	IL	Lease
4381	Bridgeview	IL	Lease
2936	Chicago	IL	GL
4214	Des Plaines	IL	Lease
8555	Elk Grove Village	IL	Lease
8730	Granite City	IL	Lease
8720	Melrose Park	IL	Lease
1212	N Riverside	IL	Lease
8262	Naperville	IL	Lease
1290	Niles	IL	Lease
9348	Norridge	IL	Lease
1300	Oakbrook	IL	Lease
4433	Quincy	IL	Lease
8871	Romeoville	IL	Lease
8934	Romeoville	IL	Lease
7289	Steger	IL	Lease

30936	Tinley Park	IL	GL
8017	Elwood	IN	Lease
9124	Elwood	IN	Lease
8013	Fort Wayne	IN	Lease
1830	Ft Wayne	IN	Lease
1470	Greenwood	IN	Lease
9354	Griffith	IN	Lease
3251	Indianapolis	IN	GL
8750	Indianapolis	IN	Lease
3823	Jasper	IN	Lease
7243	Kokomo	IN	Lease
7246	Richmond	IN	Lease
8014	South Bend	IN	Lease
2600	Terre Haute	IN	Lease
7042	Valparaiso	IN	GL
9122	Warsaw	IN	Lease
4215	Kansas City	KS	Lease
8273	Lawrence	KS	Lease
8420	Olathe	KS	Lease
7169	Salina	KS	Lease
8081	Wichita	KS	Lease
2546	Bowling Green	KY	Lease
3029	Erlanger	KY	Lease
7229	Grayson	KY	Lease
24015	Louisville	KY	Lease
8920	Louisville	KY	Lease
1790	Louisville-Okolona	KY	Lease
3941	Russell Springs	KY	Lease
7255	Somerset	KY	Lease
8896	Gonzales	LA	Lease
8736	Harahan	LA	Lease

7223	Metairie	LA	Lease
7104	Acton	MA	Lease
1213	Auburn	MA	Lease
3288	Billerica	MA	Lease
1283	Braintree	MA	GL
4407	Brockton	MA	Lease
1223	Brockton-Westgate	MA	GL
4444	Fitchburg	MA	Lease
1243	Hanover	MA	Lease
2323	Hyannis	MA	Lease
3040	Hyannis	MA	Lease
1133	Leominster	MA	Lease
2373	No Dartmouth	MA	Lease
1053	Saugus	MA	Lease
3486	Somerville	MA	Lease
9692	Webster	MA	Lease
8851	Westwood	MA	Lease
1725	Annapolis	MD	Lease
2823	Baltimore/E Pt	MD	Lease
1374	Bel Air	MD	GL
8814	Columbia	MD	Lease
2774	Cumberland	MD	Lease
7713	Edgewater	MD	Lease
2664	Frederick	MD	Lease
3131	Frederick	MD	Lease
1754	Gaithersburg	MD	Lease
1013	Glen Burnie	MD	GL
3172	Hagerstown	MD	Lease
3798	Hyattsville	MD	Lease
3654	Oxon Hill	MD	Lease
3807	Prince Frederick	MD	Lease

1304	Silver Spring	MD	GL
4399	Silver Spring	MD	Lease
7673	Stevensville	MD	Lease
2963	Westminster	MD	Lease
3021	Auburn	ME	Lease
7133	Augusta	ME	Lease
2203	Brunswick	ME	Lease
3155	Belleville	MI	Lease
3820	Charlevoix	MI	Lease
9557	Grayling	MI	Lease
3819	Hastings	MI	Lease
2050	Jackson	MI	Lease
3308	Lake Orion	MI	Lease
1170	Lansing	MI	Lease
8830	Livonia	MI	Lease
9693	Marine City	MI	Lease
3841	Marshall	MI	Lease
7031	Menominee	MI	GL
7068	Midland	MI	Lease
9593	Oscoda	MI	Lease
6232	Roseville	MI	Lease
8982	Saginaw	MI	Lease
3379	Waterford Twp.	MI	Lease
8949	Wayland	MI	Lease
1092	Westland	MI	GL
8134	Wyoming	MI	Lease
8162	Eden Prairie	MN	Lease
9689	International Falls	MN	Lease
3405	Minneapolis	MN	GL
3059	St. Paul	MN	Lease
30956	West St. Paul	MN	GL

7021	Cape Girardeau	MO	Lease
7323	Fenton	MO	Lease
1042	Joplin	MO	GL
3239	Kansas City	MO	GL
7324	O'Fallon	MO	Lease
8701	Riverside	MO	Lease
62707	Springfield	MO	GL
4026	St. Joseph	MO	Lease
7719	Columbus	MS	Lease
88776	Olive Branch	MS	Lease
9808	Hamilton	MT	Lease
7030	Kalispell	MT	Lease
4112	Asheville	NC	Lease
2105	Burlington	NC	Lease
8319	Charlotte	NC	Lease
8822	Charlotte	NC	Lease
7208	Clemmons	NC	Lease
1405	Fayetteville	NC	Lease
2225	Goldsboro	NC	Lease
1335	Greensboro	NC	GL
8704	Greensboro	NC	Lease
2755	Jacksonville	NC	Lease
3744	Kill Devil Hills	NC	GL
1646	Pineville	NC	Lease
3667	Raleigh	NC	Lease
4450	Raleigh	NC	Lease
7385	Raleigh	NC	Lease
3808	Statesville	NC	Lease
7626	Waynesville	NC	Lease
3116	Wilmington	NC	Lease
4272	Bismarck	ND	Lease

4057	Fargo	ND	Lease
4353	Minot	ND	Lease
45114	Omaha	NE	Lease
2023	Concord	NH	Lease
3175	Hooksett	NH	Lease
8703	Kingston	NH	Lease
2443	Manchester	NH	Lease
1313	Nashua	NH	Lease
1003	Salem	NH	Lease
4448	Salem	NH	Lease
7048	West Lebanon	NH	Lease
3438	Avenel	NJ	Lease
7177	Belleville	NJ	Lease
1204	Freehold	NJ	Lease
3393	Glassboro	NJ	Lease
1094	Hackensack	NJ	GL
1044	Jersey Cty/Newport	NJ	GL
3499	Kearny	NJ	Lease
1494	Moorestown	NJ	GL
78714	Secaucus	NJ	Lease
9463	Somers Point	NJ	GL
8835	Swedesboro	NJ	Lease
4478	Trenton	NJ	Lease
7602	Wall	NJ	Lease
8380	Wall Township	NJ	Lease
1434	Wayne	NJ	Lease
3056	Wayne	NJ	Lease
4470	West Long Branch	NJ	Lease
9413	West Orange	NJ	Lease
3202	Westwood	NJ	Lease
1684	Woodbridge	NJ	GL

8905	Albuquerque	NM	Lease
2597	Farmington	NM	Lease
7035	Farmington	NM	Lease
7016	Hobbs	NM	Lease
2527	Las Cruces	NM	Lease
3301	Santa Fe	NM	Lease
1709	Henderson	NV	GL
2754	Henderson	NV	GL
3592	Las Vegas	NV	Lease
5864	Las Vegas	NV	Lease
8970	Las Vegas	NV	Lease
1668	Las Vegas(Meadows)	NV	Lease
5779	Reno - Mcphails	NV	Lease
26741	Amherst	NY	GL
4741	Batavia	NY	Lease
9589	Bath	NY	Lease
3862	Bohemia	NY	GL
9423	Bridgehampton	NY	Lease
7654	Bronx	NY	GL
9420	Bronx	NY	Lease
1114	Brooklyn	NY	GL
3415	Buffalo	NY	Lease
1984	Buffalo/Hamburg	NY	Lease
8854	Cheektowaga	NY	Lease
2626	College Point	NY	GL
4871	Farmingville	NY	GL
2744	Horseheads/Elmira	NY	GL
2584	Lakewood	NY	Lease
9415	Mahopac	NY	Lease
1404	Massapequa	NY	GL
2741	Massapequa	NY	GL

4034	Mattydale	NY	Lease
8959	Menands	NY	Lease
7749	New York	NY	Lease
7777	New York	NY	Lease
2593	Newburgh	NY	Lease
4123	Niagara Falls	NY	Lease
1333	Poughkeepsie	NY	GL
8102	Rochester	NY	Lease
3600	Schenectady	NY	Lease
7676	Sidney	NY	Lease
1624	Staten Island	NY	Lease
8753	Syosset	NY	Lease
1924	Valley Stream	NY	GL
1584	Victor	NY	Lease
9392	West Seneca	NY	Lease
1674	White Plains	NY	Lease
9416	White Plains	NY	Lease
1733	Yonkers	NY	Lease
9414	Yorktown Heights	NY	Lease
7383	Barberton	OH	Lease
3286	Brunswick	OH	Lease
1410	Canton	OH	Lease
1810	Cincinnati-Eastgate	OH	Lease
8790	Cleveland	OH	Lease
8712	Columbus	OH	Lease
8862	Columbus	OH	Lease
1560	Dayton Mall	OH	Lease
7209	East Liverpool	OH	Lease
7595	Gahanna	OH	Lease
7397	Grove City	OH	Lease
30962	Groveport	OH	Lease

7644	Harrison	OH	Lease
1081	Heath	OH	GL
7477	Marietta	OH	Lease
4257	Middleburg Heights	OH	Lease
8918	Monroe	OH	Lease
1564	Niles	OH	Lease
3243	North Canton	OH	Lease
3243	North Canton	OH	Lease
1280	Springdale	OH	GL
2104	St Clairsville	OH	Lease
3142	Tallmadge	OH	Lease
4782	Clinton	OK	Lease
8931	Oklahoma City	OK	Lease
4363	Tulsa	OK	Lease
4455	Beaverton	OR	Lease
8883	Eugene	OR	Lease
1119	Happy Valley	OR	Lease
8228	Portland	OR	Lease
8841	Portland	OR	Lease
2715	Salem	OR	Lease
2119	Salem(Lancaster)	OR	Lease
3888	The Dalles	OR	Lease
3361	Allentown	PA	Lease
8744	Allentown	PA	Lease
4150	Altoona	PA	Lease
8875	Altoona	PA	Lease
1454	Bensalem/Crnwls Hts	PA	Lease
9161	Berwick	PA	Lease
24411	Bridgeville	PA	Lease
1711	Camp Hill	PA	Lease
3225	Chambersburg	PA	Lease

8781	Chambersburg	PA	Lease
7293	Clifton Heights	PA	Lease
3911	Columbia	PA	Lease
3737	Doylestown	PA	Lease
2124	Dubois	PA	Lease
7192	Easton	PA	Lease
3266	Edwardsville	PA	Lease
3963	Elizabethtown	PA	Lease
9662	Ephrata	PA	Lease
1073	Exton	PA	GL
8873	Gouldsboro	PA	Lease
2244	Hanover	PA	Lease
3597	Holmes	PA	Lease
7470	Hummelstown	PA	Lease
1064	Langhrn/Oxford Vly	PA	Lease
7699	Lebanon	PA	Lease
7372	Leechburg	PA	Lease
3884	Matamoras	PA	Lease
1654	Media	PA	GL
433	Middletown	PA	Lease
8275	Morrisville	PA	Lease
7083	New Castle	PA	Lease
4054	New Kensington	PA	Lease
1834	North Wales	PA	GL
9409	Phoenixville	PA	Lease
4010	Pittsburgh	PA	Lease
8724	Pittsburgh	PA	Lease
9438	Pleasant Hills	PA	Lease
1034	Ross Park	PA	Lease
8976	Royersford	PA	Lease
3136	Shillington	PA	Lease

2605	State College	PA	Lease
8962	Steelton	PA	Lease
9539	Thorndale	PA	Lease
4713	Towanda	PA	Lease
3954	Walnutport	PA	Lease
2114	Washington	PA	Lease
7374	West Chester	PA	Lease
1154	Whitehall	PA	Lease
443	Wilkes-Barre <sup>1</sup>	PA	Lease
3268	Wilkes-Barre	PA	Lease
3390	Williamsport	PA	Lease
3810	Willow Street	PA	Lease
3949	Wind Gap	PA	Lease
4732	Aguadilla	PR	Lease
7566	Arecibo	PR	Lease
1915	Bayamon	PR	GL
7570	Bayamon	PR	Lease
7788	Bayamon	PR	Lease
1085	Caguas	PR	Lease
7419	Caguas	PR	Lease
1925	Carolina	PR	Lease
7665	Carolina	PR	Lease
7446	Cayey	PR	Lease
2085	Fajardo	PR	Lease
2675	Guayama	PR	Lease
7768	Guaynabo	PR	Lease
2355	Hatillo(Arecibo)	PR	GL
1905	Hato Rey	PR	GL
7783	Hato Rey	PR	GL
7842	Hato Rey	PR	Lease

<sup>1</sup> **Note to Draft:** This store will be a GOB store as of Closing.

3993	Juana Diaz	PR	Lease
1935	Mayaguez	PR	GL
1935	Mayaguez	PR	Lease
3882	Mayaguez	PR	Lease
2385	Naranjito	PR	Lease
1945	Ponce	PR	Lease
1945	Ponce	PR	Lease
7741	Ponce	PR	Lease
4844	Rio Piedras	PR	Lease
4494	Trujillo Alto	PR	Lease
7784	Vega Alta	PR	Lease
7752	Yauco	PR	Lease
4016	Greenville	SC	Lease
8846	Greenville	SC	Lease
8858	Ladson	SC	Lease
7616	Lexington	SC	Lease
7274	Mauldin	SC	Lease
4141	West Columbia	SC	Lease
7241	Bartlett	TN	Lease
1115	Chattanooga	TN	Lease
8037	Chattanooga	TN	Lease
2335	Clarksville	TN	Lease
2265	Johnson City	TN	Lease
7460	Knoxville	TN	Lease
8947	Knoxville	TN	Lease
9621	Lebanon	TN	Lease
8756	Memphis	TN	Lease
8206	Nashville	TN	Lease
1395	West Town	TN	Lease
1137	Austin	TX	Lease
1327	Baytown	TX	Lease

30954	Brownsville	TX	Lease
8870	Dallas	TX	Lease
1317	El Paso	TX	Lease
8021	El Paso	TX	Lease
8907	Garland	TX	Lease
8807	Grapevine	TX	Lease
2537	Harlingen	TX	Lease
4389	McAllen	TX	Lease
7972	McAllen	TX	Lease
1067	Memorial	TX	Lease
8922	Pflugersville	TX	Lease
1629	Pharr	TX	Lease
1097	San Antonio	TX	Lease
8747	San Antonio	TX	Lease
9507	San Antonio	TX	Lease
1127	Shepherd	TX	Lease
2077	Tyler	TX	Lease
2617	Victoria	TX	Lease
8948	Salt Lake Cty	UT	Lease
9794	St. George	UT	Lease
1888	West Jordan	UT	Lease
1284	Alexandria	VA	Lease
3471	Chesapeake	VA	Lease
8838	Chesapeake	VA	Lease
1274	Chesterfield	VA	GL
8823	Dulles	VA	Lease
1814	Fairfax	VA	Lease
1024	Falls Church	VA	Lease
2694	Fredericksburg	VA	Lease
2395	Manassas	VA	GL
8836	Richmond	VA	Lease

7415	Springfield	VA	Lease
3785	Tabb	VA	Lease
7717	Waynesboro	VA	Lease
7259	Williamsburg	VA	Lease
2784	Winchester	VA	Lease
7413	Frederiksted	VI	Lease
3972	St. Croix	VI	Lease
3829	St. Thomas	VI	Lease
7793	St. Thomas	VI	Lease
1463	Burlington	VT	GL
45061	Colchester	VT	Lease
3133	Bellingham	WA	Lease
2049	Everett	WA	Lease
8709	Kent	WA	Lease
8897	Kent	WA	Lease
2330	Puyallup	WA	Lease
36692	Seattle	WA	Lease
8004	Spokane	WA	Lease
9480	Spokane	WA	Lease
1139	Tukwila	WA	GL
2029	Union Gap	WA	GL
7034	Walla Walla	WA	Lease
8968	Janesville	WI	Lease
7648	Mauston	WI	Lease
8220	New Berlin	WI	Lease
3851	Racine	WI	Lease
7649	Ripon	WI	Lease
3750	Waupaca	WI	Lease
8782	Waupaca	WI	Lease
6375	Bridgeport	WV	Lease
4442	Charleston	WV	Lease

3484	Elkview	WV	Lease
3724	Scott Depot	WV	Lease
2304	Westover/Morgantown	WV	Lease
2341	Casper	WY	Lease
7139	Jackson	WY	Lease

**Schedule 1.1(p)**  
**Operating Owned Properties**

<b><u>Store#</u></b>	<b><u>City</u></b>	<b><u>State</u></b>
8722	Anchorage(Sur)	AK
8106	Birmingham	AL
1136	Riverchase	AL
30957	Springdale	AR
68235	Phoenix	AZ
1588	Phoenix-Metro Ctr	AZ
2288	Antioch	CA
1598	City of Industry	CA
449	Delano	CA
4857	Desert Hot Springs	CA
8038	El Cajon	CA
1209	Long Beach	CA
1068	Palmdale	CA
3368	Redlands	CA
1788	Richmond	CA
8098	San Bernardino	CA
3968	Wasco	CA
2451	Greeley	CO
1271	Littleton/Denver	CO
1443	Manchester	CT
1853	Wilmington	DE
1255	Citrus Park	FL
1055	Coral Springs	FL
31930	Hialeah	FL
7435	Hialeah	FL
1635	Jacksonville	FL
4019	Melbourne	FL
1175	Merritt Island	FL
8292	Ocala	FL

1485	Orange Pk	FL
1285	Orlando-South	FL
1555	Sanford	FL
2135	Sebring	FL
8245	Seminole	FL
1015	Vero Beach	FL
2815	Albany	GA
2065	Brunswick	GA
8035	College Park	GA
3978	Peachtree City	GA
7705	Tamuning	GU
7439	Council Bluff	IA
61510	Calumet City	IL
26987	Chicago	IL
30920	Chicago	IL
61030	Chicago	IL
2632	Fairview Hts	IL
490	Hoffman Est	IL
30927	Macomb	IL
470	Manteno	IL
8289	Manteno	IL
30900	New Lenox	IL
31914	Round Lake Beach	IL
31900	Sterling	IL
26185	Clarksville	IN
61540	Indianapolis	IN
8171	Overland Park	KS
3433	Holyoke	MA
9255	Palmer	MA
1093	Springfield	MA
6303	Bangor	ME

2183	So Portland	ME
9385	Clio	MI
1100	Flint	MI
30918	Jackson	MI
1460	Livonia	MI
1590	Saginaw	MI
38480	Troy	MI
4206	Warren	MI
1032	Brooklyn Center	MN
2500	Duluth	MN
1121	Independence	MO
61106	Jackson	MS
30949	Natchez	MS
3213	Southaven	MS
2242	Billings	MT
30961	Greensboro	NC
30961	Greensboro	NC
1744	Ocean	NJ
2374	Vineland	NJ
6298	Sparks	NV
1353	De Witt/Syracuse	NY
4726	Jamestown	NY
1364	Lake Grove	NY
1514	Niagara Falls	NY
8254	Rochester	NY
26731	Dublin	OH
1370	Eastland	OH
2940	Franklin	OH
1610	Northgate	OH
8305	Warren	OH
1261	Midwest City	OK

1224	Harrisburg	PA
1863	Johnstown	PA
1293	Robinson Twp	PA
1354	Willow Grove	PA
9394	Fajardo	PR
3853	Guayama	PR
8935	Rio Piedras	PR
8975	Rio Piedras	PR
1795	Myrtle Beach	SC
30941	Sioux Falls	SD
1675	Knoxville East Town	TN
30934	Memphis	TN
26596	Memphis/Hickory	TN
1437	Arlington/Parks	TX
8247	Dickinson	TX
61237	Houston	TX
6874	Houston	TX
8137	Houston	TX
8167	Houston	TX
49027	Round Rock	TX
2332	San Antonio	TX
1023	Loudoun/Dulles	VA
26717	Newport News	VA
1974	Roanoke	VA
3544	Salem	VA
8345	Virginia Beach	VA
2299	Aberdeen	WA
3722	Burlington	WA
6579	Spokane	WA
3088	Kenosha	WI
2432	La Crosse	WI

2232	Madison-East	WI
8725	Vandenbroek	WI
1804	Barboursville	WV

**Schedule 1.1(q)**

**Sparrow Properties**

<b><u>Store #</u></b>	<b><u>City</u></b>	<b><u>State</u></b>
1228	Arden	CA
1281	Pueblo	CO
1831	Thornton	CO
1043	Meriden	CT
1263	Waterbury	CT
2845	Athens	GA
1035	Augusta	GA
1095	Douglasville	GA
1155	Kennesaw	GA
1565	Morrow(Southlake)	GA
8755	Tucker	GA
2760	Davenport	IA
1012	Des Moines	IA
1172	Bloomington	IL
1840	Chicago Ridge	IL
1321	Peoria	IL
2121	Peru	IL
2360	Quincy	IL
1570	Schaumburg	IL
1780	Springfield	IL
1820	West Dundee	IL
1600	Indianapolis	IN
1680	Indianapolis	IN
1650	Merrillville	IN
2290	Michigan City	IN
1800	Mishawaka	IN
1642	Topeka	KS
1730	Florence	KY
2087	Alexandria	LA

1086	Baton Rouge	LA
1147	Baton Rouge	LA
2677	Bossier City	LA
1116	Monroe	LA
1077	Shreveport	LA
1223	Brockton-Westgate	MA
1104	Marlborough	MA
1033	N Attleboro	MA
2934	Taunton	MA
1634	Baltimore-West	MD
1854	Parkville	MD
1074	Waldorf	MD
2040	Battle Creek	MI
1700	Dearborn	MI
1011	Grandville	MI
9693	Marine City	MI
1192	Muskegon	MI
1760	Novi	MI
1110	Portage	MI
1720	Sterling Hts	MI
2180	Traverse City	MI
1092	Westland	MI
8702	Minneapolis	MN
1822	Cape Girardeau	MO
1042	Joplin	MO
1171	Springfield	MO
1182	St Peters	MO
1222	St. Louis	MO
1306	Hattiesburg	MS
1166	Meridian	MS
1165	Concord	NC

2175	Greenville	NC
2515	Hickory	NC
1605	Raleigh	NC
1712	Grand Forks	ND
1022	Oakview	NE
1734	Lawrenceville	NJ
1614	Livingston	NJ
1554	Mays Landing	NJ
1314	New Brunswick	NJ
1764	Rockaway	NJ
1717	Albuquerque	NM
2010	Mansfield	OH
1710	No Olmsted	OH
2390	Springfield	OH
1051	Strongsville	OH
1120	Tuttle Crossing	OH
2305	Anderson	SC
1595	Greenville	SC
1545	Spartanburg	SC
1315	Chattanooga	TN
1307	Abilene	TX
1487	Austin	TX
1407	Beaumont	TX
2497	Brownsville	TX
2547	College Station	TX
1217	Corpus Christi	TX
2587	Denton	TX
1027	El Paso	TX
1317	El Paso	TX
1267	Fort Worth	TX
8217	Fort Worth	TX

8717	Houston	TX
1447	Hulen	TX
1417	Humble	TX
1297	Hurst	TX
2247	Laredo	TX
1187	Mesquite-Town East	TX
1176	Pasadena	TX
1427	Rolling Oaks	TX
8147	San Antonio	TX
2197	Texas City	TX
1377	Willowbrook	TX
1038	E Valley	WA
2219	Lacey/Olympia	WA
2309	Silverdale	WA
1029	Spokane	WA
1139	Tukwila	WA
2029	Union Gap	WA

**Schedule 2.1(a)**

**Acquired Intellectual Property<sup>2</sup>**

**Schedule 2.1(a)(i) - Trademarks**

1. See Annex 1, attached.

**Schedule 2.1(a)(ii) – Business Names**

1. See Annex 2, attached.

**Schedule 2.1(a)(iii) - Patents**

1. See Annex 3, attached.

**Schedule 2.1(a)(iv) - Copyrights**

1. See Annex 4, attached.

**Schedule 2.1(a)(v) – Domain Names**

1. See Annex 5, attached.

**Schedule 2.1(a)(vi) – Media Accounts**

**Facebook**

<https://www.facebook.com/sears>  
<https://www.facebook.com/kmart>  
<https://www.facebook.com/shopyourway/>  
<https://www.facebook.com/searsauto/>  
<https://www.facebook.com/SearsHomeServices>  
<https://www.facebook.com/SearsPartsDirect>  
<https://www.facebook.com/kenmore/>  
<https://www.facebook.com/DieHard/>

**Instagram**

<https://www.instagram.com/kenmoreappliances/>  
<https://www.instagram.com/sears/>

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<sup>2</sup> **Note to Draft:** Each of the items of Intellectual Property in *each of the tabs* of Annex 1, Annex 2, Annex 3, Annex 4 and Annex 5 shall be included in the Acquired Intellectual Property.

<https://www.instagram.com/kmart/>  
<https://www.instagram.com/shopyourway/>  
<https://www.instagram.com/searsauto/>  
<https://www.instagram.com/searsholdings/>

### **LinkedIn**

<https://www.linkedin.com/company/sears-roebuck-and-co/>  
<https://www.linkedin.com/company/kmart/>  
<https://www.linkedin.com/company/shop-yourway/>  
<https://www.linkedin.com/company/sears-auto-centers/>  
<https://www.linkedin.com/company/sears-home-services/>  
<https://www.linkedin.com/company/innovel-solutions/>  
<https://www.linkedin.com/company/sears-holdings-corporation/>

### **Pinterest**

<https://www.pinterest.com/Sears/>  
<https://www.pinterest.com/Kmart/>  
<https://www.pinterest.com/searshomeexpert/>  
<https://www.pinterest.com/Kenmore/>

### **Twitter**




<https://twitter.com/sears>  
<https://twitter.com/kmart>  
<https://twitter.com/ShopYourWay>  
<https://twitter.com/SearsAuto>  
<https://twitter.com/SearsHomeExpert>  
<https://twitter.com/partsdirect>  
<https://twitter.com/SearsHoldings>  
<https://twitter.com/SearsOutlet>  
<https://twitter.com/SearsCares>  
<https://twitter.com/KmartCares>  
<https://twitter.com/SearsDeals>  
<https://twitter.com/KmartDeals>  
<https://twitter.com/kenmore>  
<https://twitter.com/DieHardBattery>




### **YouTube**




<https://www.youtube.com/user/Sears>  
<https://www.youtube.com/user/Kmart>  
<https://www.youtube.com/user/shopyourway>  
<https://www.youtube.com/user/SearsAuto>

<https://www.youtube.com/user/SearsHomeService>  
<https://www.youtube.com/channel/UCyneGks78mAm0QCLMPTmAaA>  
<https://www.youtube.com/user/SearsHoldingsVideo>  
<https://www.youtube.com/user/Kenmore>  
<https://www.youtube.com/user/diehards>




All social media handles and other social media identifiers for the foregoing social media accounts (e.g., @Sears) are hereby incorporated.



Image	Country	MarkName	Application Number
	United States	1-800-4-MY-HOME	75/307136
	United States	1-800-4-MY-HOME	85/164590
	United States	1-800-MY-SEARS	78/134461
	United States	1-888-SU-HOGAR	76/207909
	United States	A (STYLIZED)	78/803773
	United States	A BRIGHTER WAY TO MANAGE YOUR MONEY	85/599013
	United States	A&E	76/410644
	United States	A&E FACTORY SERVICE	78/097160
	United States	A&E FACTORY SERVICE	78/313706
	United States	A&E with Design	76/410645
	United States	ACCOUNTCARE	76/163594
	United States	ACCOUNTCARE PLUS	77/308236
	United States	ADRIANNE	87/060732




	United States	ALPHALINE	85/977174
	United States	ALPHALINE ENTERTAINMENT	85/282683
	United States	ALWAYS PUSH FORWARD	85/707423
	United States	AMARA	87/060735
	United States	AMERICAN FARE	74/706615
	United States	AMERICA'S CAR CARE PLACE	77/639153
	United States	AMERICA'S CAR CARE PLACE	76/192255
	United States	AMPLIFY	77/862811
	United States	AMPLIFY	77/982942
	United States	AMPLIFY	77/924766
	United States	AMPLIFY (STYLIZED WITH DESIGN)	77/983024
	United States	AMPLIFY (STYLIZED WITH DESIGN)	77/931566
	United States	AMPLIFY LOGO (LIGHTNING BOLT DESIGN)	77/983023
	United States	AMPLIFY LOGO (LIGHTNING BOLT DESIGN)	77/931573


	United States	ANDREA	87/060733
	United States	APOSTROPHE	73/748679
	United States	APOSTROPHE	76/194554
	United States	APPLIANCE SELECT (STYLIZED WITH ARCH DESIGN)	78/587789
	United States	APPLIANCE SELECT (STYLIZED WITH DESIGN)	74/578279
	United States	ASSURELINK	85/349259
	United States	ATHLETECH	78/801436
ATHLETECH	United States	ATHLETECH (STYLIZED)	75/795788
	United States	ATTENTION	76/612023
	United States	ATTENTION	77/322859
	United States	B (Stylized)	87/085472
	United States	BASIC EDITIONS	76/625908
	United States	BBQ PRO	78/778433
	United States	BDAAS	85/513024



	United States	BECAUSE PICTURES ARE MADE TO BE SHARED	76/097531
	United States	BETTER PROCESS, BIGGER BUZZ	87/294932
	United States	BIG K MART (Stylized with Design)	75/502210
	United States	BLUELIGHT	76/132609
	United States	BLUELIGHT	76/132660
	United States	BLUELIGHT	77/047108
	United States	BLUELIGHT	77/832265
	United States	BLUELIGHT SPECIAL	73/279158
	United States	BOGO A GOGO	86/907032
	United States	BOLD SPIRIT	73/784127
	United States	BOTANICAL DREAM	86/043320
	United States	BRAG	86/652797
	United States	BUB	87/149155
	United States	BUB HUB	87/182748

	United States	BUB logo	87/182711
	United States	BUNDLE UP	85/922978
	United States	BUNDLZ	87/033557
	United States	BUTTERFLY DESIGN	77/233710
	United States	CAMPSIDE FLANNEL	85/555278
	United States	CANYON RIVER BLUES	74/370050
	United States	CANYON RIVER BLUES	73/826577
	United States	CANYON RIVER BLUES	75/009479
	United States	CANYONRIVERBLUES	76/361344
	United States	CARE BEYOND THE COUNTER	87/060754
	United States	CAT & CO.	86/982641
	United States	CAT & CO.	86/406354
	United States	CAT & CO.	86/406352
	United States	CAT & CO. and Design	86/982643

	United States	CAT & CO. and Design	86/406370
	United States	CAT & CO. and Design	86/406361
	United States	CHAMPION BREED	77/857500
	United States	CHAMPION BREED	85/013530
	United States	CLEARWATER and Design	86/403189
	United States	COBBIE	71/147573
	United States	COBBIE CUDDLERS	73/247509
	Puerto Rico	COBBIE CUDDLERS	68606
	United States	COLOR SWITCH PLUS	85/884403
	United States	COLOR SWITCH PLUS with Design	86/427224
	United States	COLORMATE	75/208617
	United States	COLORMATE	75/209542
	United States	COLORMATE	77/056410
	United States	COMPANION	76/377333




	United States	CONNECTED SOLUTIONS	86/208110
	United States	CONNECTED SOLUTIONS and Design	86/274141
	United States	COVERSHIELD	86/324717
	United States	COVERSHIELD ESTD 2015 and Design	86/589194
	United States	COVINGTON	78/088021
	United States	COVINGTON	78/092912
	United States	COVINGTON (STYLIZED WITH DESIGN)	76/397341
	United States	COZY UPS	86/607166
	United States	CRB	75/430924
	United States	CUPCAKE	85/349185
	United States	DATATOUCH	85/482642
	United States	DAVID TAYLOR	74/531139
	United States	DEAL FLASH	86/255505
	United States	DEAL HEIST	86/045441



DEALS CENTER	United States	DEALS CENTER	85/770583
DECORATE IT FORWARD	United States	DECORATE IT FORWARD	85/634189
DEFENSE COTTON	United States	DEFENSE COTTON	85/591268
DESIGNED AND CREATED TO MEET THE DEMANDS OF CHAMPIONS	United States	DESIGNED AND CREATED TO MEET THE DEMANDS OF CHAMPIONS	85/418988
DESIGNED TO PERFORM AND EXPLORE	United States	DESIGNED TO PERFORM AND EXPLORE	85/507855
	United States	DESTINATION DAD	86/293906
	United States	DIET-TRIM	75/441180
	United States	DIRECT DRIVE	75/712612
DISCOUNTS & DOLLAR DEALS & MORE	United States	DISCOUNTS & DOLLAR DEALS & MORE	85/779529
	United States	DOG WITH COLLAR DESIGN	85/198561
	United States	DOLLARPALOOZA	86/803216
	United States	DONNER & BLITZEN, INCORPORATED	85/981160
	United States	DR. SMART	86/764531
	United States	DREAMS MATTER	86/679495

	United States	DREAMSMATTER (with Eyelash Logo)	86/679534
	United States	EARN YOUR WAY	85/505026
	United States	EARN. REDEEM. REPEAT.	85/548566
	United States	EASTER JUBILEE	85/369359
	United States	EASY LIVING	73/009577
	United States	ELK WOODS	78/879618
	United States	ELLA ROSE	85/348388
	United States	ENCHANTED BRILLIANCE	85/209007
	United States	ENDLESS SMILES. AMAZING POSSIBILITIES.	85/513235
	United States	ENDURA-FOAM	85/122011
	United States	ERECEIPTS with Design	85/506513
	United States	ESSENTIAL GARDEN	86/035431
	United States	ESSENTIAL HOME	76/617219
	United States	ESSENTIAL HOME	77/403121





	United States	ESSENTIAL HOME	77/980108
	United States	EVERY PAIR EARNS POINTS	86/045425
	United States	EVERYTHING YOU NEED. SAME DAY.	85/349239
	United States	EXPLORING MY AMERICA	85/348235
	United States	EXPRESSIONS	75/796250
	United States	FITSTUDIO	85/211768
	United States	FLAVOR FACTOR	85/113209
	United States	FLEETHANDLER	77/570357
	United States	FLEETHANDLER	85/351301
	United States	FLEXCORE	78/088156
	United States	FLEXJEANS	73/393223
	United States	FLEXSLAX	73/392354
	United States	FORECAST	72/129412
	United States	FORECAST MONTREAL	87/288897

	United States	FORECAST ST. PETERSBURG	87/288932
	United States	FOUNT	86/819680
	United States	FREE FRIDAY FIX	86/862074
	United States	FREEBIE SATURDAY	86/780449
	United States	FRESH LOOK	73/163343
	United States	FUN ON THE RUN!	86/273202
	United States	GARAGE HEAD	87/488349
	United States	GARAGE HEAD CLUB	87/488419
	United States	GARAGE HEAD DIY	87/488524
	United States	GARAGE HEAD LIFE	87/488431
	United States	GARAGE HEAD PRO	87/488507
	United States	GARAGE HEADS	87/488538
	United States	GARAGE HEADZ	87/488546
	United States	GARDEN OASIS	78/164545

	United States	GARDEN OASIS	78/164844
	United States	GET IN. GET MORE.	86/040313
	United States	GIVE BACK TO THE STREET. GIVE BACK TO THE GAME.	85/552350
	United States	GOPASS	85/456576
	United States	GRAND HARBOR	86/029205
 	United States	GRAND LUXE	85/661217
	United States	GRAND RESORT	85/687818
	United States	GRAND RESORT	85/929977
	United States	GRAND RESORT COLLECTION	85/432798
	United States	GREEN LEADERSHIP TEAM SEARS HOLDINGS and Design	85/137760
	United States	GREY WOLF	86/551640
	United States	GRILLING IS HAPPINESS	85/427246
	United States	GUARDSMAN	72/298253
	United States	HALOGEN	85/370513


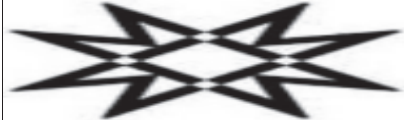


	United States	HAUNTED HALL	85/970532
	United States	HERITAGE NATION	85/198586
	United States	HEROES AT HOME	77/150797
	United States	HEROES AT HOME	77/887701
	United States	HOUSE EXPERTS FOR HOMEOWNERS	86/725743
	United States	HOW TO-DO IS DONE TODAY	77/843129
	United States	I COMFORT (with Heart Design)	73/453800
	United States	IMAGE ESSENTIALS	76/056084
	United States	IMAGE ESSENTIALS	77/276403
	United States	IMX COLLECTIVE	87/402685
	United States	ISLAND CLUB	74/345672
	United States	ISLANDER	85/646335
	United States	IT'S ABOUT TIME	76/136939
	United States	JEWELLED JUBILEE	85/214346

	United States	JOSIE	87/060738
JUST DREAMZ	United States	JUST CRAFTZ	86/227446
	United States	JUST DREAMZ	85/619304
	United States	JUST KIDZ	78/816929
	United States	JUST SPLASH	87/586160
	United States	K (STYLIZED)	78/456446
K DOLLAR	United States	K DOLLAR	85/772905
	United States	K DOLLAR and Design (B&W)	85/772890
	United States	K DOLLAR and Design (Color)	85/772813
	United States	K KMART and Design (2004 Logo)	78/425206
	United States	K KMART SUPERCENTER and Design (2004 Logo Red)	77/547439
	Virgin Islands (U.S.)	K MART	8038
	United States	K MART	72/139867
	Puerto Rico	K MART	6949

	United States	K WASH	77/896580
	United States	KIDS PLAY	75/929084
	United States	KMART	78/647764
KMART	United States	KMART	78/724261
	United States	KMART	78/920275
kmart kmart	United States	KMART (STYLIZED)	86/565441
	United States	KMART (STYLIZED)	78/459322
	United States	KMART and Design (1990 Logo Red)	74/088966
	Virgin Islands (U.S.)	KMART and Design (1990 Logo)	n/a
	United States	KMART and Design (1990 Logo)	85/942361
	United States	KMART and Design (1990 Logo)	74/088961
	United States	KMART FOR KIDS	77/734680
	United States	KMART KARES	86/035423
	United States	KNIGHTS BRIDGE	73/470384




	United States	KNIGHTSBRIDGE	73/426604
	United States	LAURA SCOTT	86/642458
	United States	LAURA SCOTT	77/983156
	United States	LAURA SCOTT	77/871268
	United States	LAYAWAY & GO	87/008539
LAYAWAY ANGELS	United States	LAYAWAY ANGELS	85/502063
	United States	LEATHER CONNECTION	76/114299
LIE LIKE A RUG	United States	LET THE FUN BEGIN	85/514155
	United States	LIE LIKE A RUG	85/629837
	United States	LIFE IS RIDICULOUSLY AWESOME	86/780605
liQR	United States	LIQR LOGO	86/460239
	United States	LITTLE ONES	74/102348
	United States	LITTLE ONES	75/922300
	United States	LITTLE ONES	85/072681

	United States	LITTLE WONDERS	75/409982
	United States	LIVE. EXPLORE. DISCOVER.	85/524113
	United States	LOCAL AD FACEOFF	85/405105
	United States	LOVE, ME	85/358510
	United States	LOVE, ME (STYLIZED WITH DESIGN)	85/358519
	United States	MADRES Y COMADRES	85/976382
	United States	MADRES Y COMADRES (STYLIZED WITH DESIGN)	85/976390
	United States	MARK JASON	75/572833
	United States	MASON GREEN	86/029202
	United States	MEMBER ASSIST	85/851315
	United States	MEMBER ASSIST ICON	85/886915
	United States	MEMO-TECH	85/122020
	United States	METAPHOR	76/008200
	United States	METAPHOR	86/642417

	United States	METAPHOR	85/453435
 MetaScale	United States	METASCALE	85/513037
	United States	METASCALE (STYLIZED WITH DESIGN)	85/539466
	United States	MIDNIGHT CLEAR	85/273167
	United States	MONARK (MONARCH)	86/534583
	United States	MONARK [MONARCH]	85/498892
	United States	MONARK Logo	87/808891
	United States	MONEY CAN'T BUY STYLE	85/300993
	United States	MONEYHUB	85/976422
	United States	MONEYHUB	85/363426
	United States	MONEYHUB (STYLIZED WITH DESIGN)	85/976611
	United States	MONEYHUB (STYLIZED WITH DESIGN)	85/539489
	United States	MOUNTAIN RAPIDS	85/534876
	United States	MY (STYLIZED WITH DESIGN)	77/983092



	United States	MY SEARS	77/694158
	United States	MYGOFER	78/908508
	United States	MYGOFER	77/462221
	United States	MYGOFER	77/628420
	United States	MYGOFER	77/578637
	United States	MYGOFER (STYLIZED WITH DESIGN)	77/654166
	United States	MYGOFER EXPRESS	86/037645
	United States	MYGOFER EXPRESS and Design	86/037660
	United States	MYTHOUGHTS	77/982025
	United States	NEW ADDITIONS MATERNITY	87/288829
	United States	NICE TOUCH	73/392292
	United States	NORTHWEST TERRITORY	74/315754
	United States	NORTHWEST TERRITORY	85/932526
	United States	NORTHWEST TERRITORY	85/378846

	United States	NOW + HERE	86/356869
	United States	NOW + HERE	85/349280
	United States	OCEAN AIR	87/087280
	United States	OCEAN AIR	87/082864
	United States	ONE LESS TRIP TO GET WHAT YOU NEED	86/219117
	United States	ONE STORE. ONE STOP. ONE SUPER IDEA.	77/605366
	United States	PARTNERS IN TRANSFORMATION	86/273288
	United States	PARTS DIRECT	76/223501
<b>PartsDirect</b>	United States	PARTSDIRECT	77/514782
	United States	PARTSDIRECT (Stylized)	75/527476
	United States	PASSALONG	85/461610
	United States	PASSION FOREVER	77/522707
	United States	PERFORMANCE SNAPSHOT	86/327069
	United States	PERFORMER	73/163344


	United States	PERSONAL IDENTITY	75/328511
	United States	PERSONAL SHOPPER BY SHOP YOUR WAY	85/565643
	United States	PERSONAL SHOPPER BY SHOP YOUR WAY (STYLIZED WITH DESIGN)	85/565617
	United States	PETK	77/178268
	United States	PIPER	85/349093
	United States	PIPER & BLUE	77/318986
	United States	PLATINUM 1460	86/285514
	United States	PLATINUM 1460 (Stylized)	86/285529
	United States	PLAYTIME. ANYTIME.	85/445091
	United States	PLUS	78/073600
	United States	PLUS START	75/231650
	United States	PLUS START	85/768127
	United States	POINTS FOR PROGRESS	85/969544
	United States	POINTS. PRIZES. PLAY!	85/944180

	United States	POWER AHEAD	87/686154
	United States	POWERED BY SERVICELIVE	87/085872
	United States	PRAIRIE STONE	74/221666
	United States	PRETTY IN PAVÉ	85/286586
	United States	PRISM WHITE	86/147467
	United States	R1893	86/941824
	United States	REAL LEADS. REAL WORK. REAL MONEY!	85/565557
	United States	REAL SPORT	86/652820
	United States	REDEEM YOUR WAY	85/565573
	United States	RESPONSE	73/782928
<b>ROADHANDLER</b>	United States	ROADHANDLER	85/680989
	United States	ROEBUCK & CO.	85/270351
	United States	ROEBUCK & CO.	85/977422
	United States	ROEBUCKS	75/111087

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	United States	RULES OF THE ROAD	86/077076
	United States	SAFETRAX	74/635389
	United States	SAFETRAX SHOE SOLE DESIGN	77/199075
	United States	SCARY SUITE	85/947946
	United States	SEARS	86/259405
	United States	SEARS	86/152834
	United States	SEARS	73/733829
	United States	SEARS	78/190585
	United States	SEARS	78/315317
	United States	SEARS	78/315345
	United States	SEARS	78/315357
	United States	SEARS	74/160857
	Guam	SEARS	SM-800-92-133
	United States	sears (Stylized in lowercase font)	85/706978

	United States	SEARS (STYLIZED WITH DESIGN)	78/496792
	United States	SEARS (STYLIZED WITH DESIGN; BLUE AND RED)	78/496864
	United States	SEARS (Stylized with Storefront Design)	75/698498
	United States	SEARS (stylized)	86/843757
	United States	SEARS (STYLIZED)	73/733998
	United States	SEARS (STYLIZED)	76/341374
	United States	SEARS (STYLIZED)	78/504405
	United States	SEARS (STYLIZED)	77/615019
	United States	SEARS (STYLIZED; BLUE AND WHITE)	77/600304
	United States	SEARS (STYLIZED; BLUE AND WHITE)	77/614972
	United States	SEARS (STYLIZED; WHITE WITH BLUE BACKGROUND)	77/600298
	United States	SEARS APPLIANCE & HARDWARE	85/086881
	United States	SEARS AUTHORIZED HOMETOWN STORES	77/589720
	United States	SEARS AUTO CENTER	77/854654





	United States	SEARS BLUE APPLIANCE CREW	77/558243
	United States	SEARS BLUE ELECTRONICS CREW	77/558253
	United States	SEARS BLUE SERVICE CREW	77/558337
	United States	SEARS CARD	75/767723
	United States	SEARS CENTRE	78/557517
	United States	SEARS CENTRE (STYLIZED WITH DESIGN)	78/660159
	United States	SEARS COMMERCIAL ONE	78/718875
	United States	SEARS CONNECT	78/146411
	United States	SEARS GLOBAL TECHNOLOGY	86/345488
	United States	SEARS GRAND	78/205115
	United States	SEARS HARDWARE	85/576053
	United States	SEARS HOME APPLIANCE SHOWROOM	77/718790
	United States	SEARS HOME APPLIANCE SHOWROOM	77/718929
	United States	SEARS HOMETOWN STORE	77/623993

	United States	SEARS MAINTENANCE ADVANTAGE	77/813386
	United States	SEARS MARKETPLACE	77/899157
	United States	SEARS PREMIER CARD	75/706773
	United States	SEARS ULTRA CARE	75/342022
	United States	SEARS-O-PEDIC	76/189785
	United States	SEARS-O-PEDIC	72/023841
	United States	SEGNO	86/408751
<b>SENSES</b>	United States	SEGNO SYSTEMS	86/408760
	United States	SENSES	78/630024
	United States	SERITAGE	85/982134
<b>SERVEYOURWAY</b>	United States	SERVEYOURWAY	85/629853
	United States	SERVICE WITH A HEALTHY DOSE OF CARE	86/501243
	United States	SERVICELIVE	77/832260
	United States	SERVICELIVE	85/351671

	United States	SERVICELIVE DIRECT	86/631093
	United States	SERVING YOUR COMMUNITY YOUR WAY	85/629862
	United States	SHEER INTRIGUE	76/233896
	United States	SHIP MY PANTS	85/906035
	United States	SHO	86/244913
	United States	SHOP SMARTER (Stylized)	87/288956
	United States	SHOP YOUR WAY	85/968007
	United States	SHOP YOUR WAY	85/519001
	United States	SHOP YOUR WAY	85/814301
	United States	SHOP YOUR WAY and Design	85/814007
	United States	SHOP YOUR WAY and Design	85/814269
	United States	SHOP YOUR WAY and Design (new logo)	85/968005
	United States	SHOP YOUR WAY and Design (new logo)	85/968274
	United States	SHOP YOUR WAY HEALTH	86/164233

SHOP YOUR WAY MAX	United States	SHOP YOUR WAY MAX	85/588080
	United States	SHOP YOUR WAY PERSONAL SHOPPER	85/565631
	United States	SHOP YOUR WAY REWARDS with Design	85/470521
	United States	SHOPARAZZI	86/854138
	United States	SHOPBOLT	87/021883
SHOPIN  SHOP'IN	United States	SHOPIN	85/784614
	United States	SHOP'IN	85/787396
	United States	SHOP'IN and Design	85/811470
	United States	SHOPYOURWAY	77/807216
	United States	SHOPYOURWAY	77/962501
	United States	SHOS	86/244916
	United States	SIMPLY EMMA	86/849562
	United States	SIMPLY EMMA	86/754384
	United States	SIMPLY OUTDOORS	85/604126



	United States	SIMPLY OUTDOORS	78/694895
	United States	SIMPLY SATIN	87/085488
	United States	SIMPLY STYLED	86/849574
	United States	SK2	85/714282
	United States	SK2 APPAREL & Design	85/714285
	United States	SMALL WONDERS	76/620528
	United States	SMART PLAN	76/555654
	United States	SMART PLAN	77/843134
	United States	SMART PLAN	85/144984
	United States	SMART SENSE	86/408705
	United States	SMART SENSE	77/983048
	United States	SMART SENSE	77/982852
	United States	SMART SENSE	85/976167
	United States	SMART SENSE	77/735593





	United States	SMART SENSE	77/983567
	United States	SMART SENSE (STYLIZED WITH DESIGN)	77/983371
	United States	SMART SENSE (STYLIZED WITH DESIGN)	77/983270
	United States	SOFT SHAPE	73/752726
	United States	SOLE DESIGN (1)	78/632155
	United States	SOUNDBOARD	86/977877
	United States	SOUNDBOARD and Design	86/977876
	United States	SPARKLE & TUX	86/907030
	United States	SPECTRUM PLUS	78/477583
	United States	SPECTRUM PLUS	77/022344
	United States	STANDARDS OF EXCELLENCE	78/477718
	United States	STEER HEAD DESIGN	74/589858
	United States	STERLING CREATIONS	74/161306
	United States	STRATABEE	87/294924

	United States	STREET LIGHTS	75/278964
STRUCTURE	Virgin Islands (U.S.)	STRUCTURE	n/a
	Virgin Islands (U.S.)	STRUCTURE	n/a
STRUCTURE	United States	STRUCTURE	73/789164
	United States	STRUCTURE	74/027665
STRUCTURE	United States	STRUCTURE	85/924102
	United States	STUDIO S	85/349464
STUDIO S style sip STYLESIP	United States	STUDIO S	85/349475
	United States	STYLE SIP (STYLIZED WITH DESIGN)	85/080459
	United States	STYLESIP	85/080448
SUMMER SIZZLERS	United States	SUMMER SIZZLERS	85/516315
	United States	SUPER 6	86/948344
Super K SUSTAINABLE SOLUTIONS FROM OUR HOME TO YOURS	United States	SUPER KMART (STYLIZED WITH DESIGN; RED, BLUE AND ORANGE)	75/509608
	United States	SUSTAINABLE SOLUTIONS FROM OUR HOME TO YOURS	85/209015


	United States	SUTTON ROWE	87/517824
	United States	SYW MAX	85/588089
	United States	TASKER BEE LOGO	87/288810
	United States	TASKERBEE	87/294881
	United States	TEAM PRIDE	73/708625
<b>TEAR-A-SIZE</b>  <b>TEXAS STEER</b>	United States	TEAR-A-SIZE	85/244119
	United States	TEXAS STEER	74/269368
	United States	THE BORROWING HUB	87/182729
	United States	THE GIVING HAT	86/704679
	United States	THE GREAT FIND	86/095722
<b>THE GREAT INDOORS</b>	United States	THE GREAT INDOORS	75/284245
<b>the great indoors</b>	United States	THE GREAT INDOORS STYLIZED	76/341382
<b>THE PETITE SUITE</b>	United States	THE PET BOUTIQUE AT SEARS	86/600986
	United States	THE PETITE SUITE	85/013550

	United States	THE ROAD IS YOURS	85/874268
THE TOP 10 ADVANTAGE	United States	THE TOP 10 ADVANTAGE	85/434202
	United States	THERMO CORE	87/067087
THOM MCAN	United States	THIS IS HOW I MALL	86/924287
	United States	THOM MCAN	75/434542
THOM MCAN	Puerto Rico	THOM MCAN	8616
	Virgin Islands (U.S.)	THOM MCAN (STYLIZED)	n/a
  THOM MCAN ULTRA FLEX	United States	THOM MCAN (STYLIZED)	71/287086
	United States	THOM MCAN (STYLIZED)	72/148742
	United States	THOM MCAN ULTRA FLEX	78/435424
	United States	THREE SILHOUETTES OF FLYING DUCKS DESIGN	85/516337
TIME SAVED MOMENTS MADE	United States	TIME SAVED, MOMENTS MADE.	85/349221
 	United States	TKS	77/205552
	United States	TKS THE KIDS SOURCE THE KIDS SOURCE	77/209995

	United States	TM (Stylized)	75/814058
TOOL TERRITORY	United States	TOOL TERRITORY	75/611075
TOTALLY GHOUL	United States	TOTALLY GHOUL	77/022035
TOUGHSKINS	United States	TOUGHSKINS	73/298156
TOUGHSKINS	United States	TOUGHSKINS	78/647760
TRADER BAY	United States	TRADER BAY	78/912398
TRADITION	United States	TRADITION	85/076386
TRADITION CHARMS	United States	TRADITION CHARMS	85/169937
	United States	TRAILHANDLER	87/486168
	United States	TRENDS READER	86/039396
TRIM A HOME	United States	TRIM A HOME	77/334679
	United States	TRIM A HOME WITH DESIGN	77/833228
TRIMMING TRADITIONS	United States	TRIMMING TRADITIONS	85/981161
	United States	TROPICAL ESCAPE	75/251598

	United States	TRUSTED SERVICE EXPERTS, CONNECT WITH CONFIDENCE	85/932531
	United States	TRY ON and Design	86/019064
	United States	TURBO HEAT DRY	85/972556
	United States	TWO HEARTS	78/322216
	United States	TWO HEARTS	85/984136
ULTIMATE FOOTBALL EXPERIENCE	United States	ULTIMATE FOOTBALL EXPERIENCE	77/212224
UNSUNG HEROES	United States	UNSUNG HEROES	85/070482
	United States	UPSIDE DOWN SHOPPING CART DESIGN	77/982632
	United States	UPSIDE DOWN SHOPPING CART DESIGN	77/983088
	United States	UPSIDE DOWN SHOPPING CART DESIGN	77/667432
VEDERE LE STELLE	United States	VEDERE LE STELLE	85/208986
	United States	VITA-SMART	74/093561
	United States	WALLY	87/049921
	United States	WALLY	86/130188

	United States	WALLY	86/130185
<b>wally</b>	United States	WALLY (Stylized)	87/049968
	United States	WALLY RAPID RESPONSE	87/085865
	United States	WALLYHOME	87/050054
	United States	WE DO GOOD BETTER	87/289105
<b>WE DRIVE GREEN. WE USE PROPANE.</b>  <b>WEATHERBEATER</b>	United States	WE DRIVE GREEN. WE USE PROPANE.	85/568910
	United States	WEATHERBEATER (SLANTED)	73/170774
<b>WEATHERBEATER ULTRA</b>  <b>WEATHERHANDLER</b>  <b>WEATHERHANDLER</b>	United States	WEATHERBEATER ULTRA	76/010359
	United States	WEATHERHANDLER	73/174892
	United States	WEATHERHANDLER	76/069899
<b>WHERE AMERICA LEARNS TO DRIVE</b>	United States	WEATHERWISE	75/314243
	United States	WHERE AMERICA LEARNS TO DRIVE	75/767722
<b>WHEREVER YOU BOUGHT IT - WE'LL REPAIR IT</b>	United States	WHEREVER YOU BOUGHT IT - WE'LL REPAIR IT	77/914675
	United States	WIN IT!	86/862101

WIN YOUR WAY	United States	WIN YOUR WAY	85/675988
WONDERKIDS	United States	WISH BOOK	73/452509
	United States	WONDERKIDS	76/620348
	United States	WONDERKIDS	77/319086
	United States	WONDERKIDS (WITH DOG DESIGN)	85/198573
	United States	SEARS MAINTENANCE ADVANTAGE	77/812463
	United States	WEATHERBEATER	78/272774
	United States	WEATHERBEATER	78/302869
WORK YOUR WAY	United States	WONDERLITE	75/389690
	United States	WORK YOUR WAY	85/707419
WRAP YOURSELF IN PURE COMFORT	United States	WRAP YOURSELF IN PURE COMFORT	75/921212
	United States	WRAPPED IN RADIANCE	86/754428
X-CARGO XTREME REDEEM	United States	X-CARGO	85/294388
	United States	XTREME REDEEM	85/045168

	United States	ZOE	87/060747
FABULOUSLY SIZED	United States	FABULOUSLY SIZED	87/657788
SEARS HOME IMPROVEMENT	United States	SEARS HOME IMPROVEMENT	87/648226
SEARS HOME IMPROVEMENT PRODUCTS	United States	SEARS HOME IMPROVEMENT PRODUCTS	87/648261
	United States	SEARS HOME IMPROVEMENT PRODUCTS with House Design	87/648245
	United States	SEARS HOME IMPROVEMENT with House Design	87/648219
Sears Home Services	United States	SEARS HOME SERVICES	87/628969
	United States	SEARS HOME SERVICES (Stylized with Design)	87/628983
SYW RELAY	United States	SHOP YOUR WAY RELAY	87/245749
SYW RELAY	United States	SYW RELAY	87/245703
WALLYPRO	United States	WALLYPRO	87/626806
	United States	GARAGE READY	87/310023
	United States	LIVEMORE	87/632835
	United States	INNOVEL	88/097921

	United States	LOVE WHERE YOU LIVE LOGO	88/185361
	United States	MMMM MONARK PREMIUM APPLIANCE CO	87/808924
	United States	MMMM MONARK	87/809191
	United States	MMMM MONARK	87/812053
AMERICA'S WORKBOOT HEADQUARTERS	United States	AMERICA'S WORKBOOT HEADQUARTERS	87/876858
SO, SEARS THE DEAL	United States	SO, SEARS THE DEAL	88/037092
SEARING HOT SALE	United States	SEARING HOT SALE	88/037119
SEARS PARTSDIRECT	United States	SEARS PARTSDIRECT	88/050631
	United States	SEARS PARTSDIRECT	88/050661
INNOVEL	United States	INNOVEL	88/097894
	United States	SATIN CARESS	75/192037
	United States	TRICYCLE DESIGN	85/976799
	United States	TROPICAL ESCAPE	75/251596
HERITAGE NATION	United States	HERITAGE NATION	85/976800

\*- items denoted with an asterisk are assigned solely to the extent of Sellers' right, title or interest the

Application Date	Registration Number	Registration Date	Owner
06/11/1997	2382062	09/05/2000	SEARS BRANDS, L.L.C.
10/29/2010	4050628	11/01/2011	SEARS BRANDS, L.L.C.
06/10/2002	2691207	02/25/2003	SEARS BRANDS, L.L.C.
02/09/2001	2620231	09/17/2002	SEARS BRANDS, L.L.C.
01/31/2006	3232805	04/24/2007	SEARS BRANDS, L.L.C.
04/16/2012	4463390	01/07/2014	SEARS BRANDS, L.L.C.
05/21/2002	2811413	02/03/2004	SEARS BRANDS, L.L.C.
12/07/2001	2748806	08/05/2003	SEARS BRANDS, L.L.C.
10/15/2003	2941732	04/19/2005	SEARS BRANDS, L.L.C.
05/21/2002	2811414	02/03/2004	SEARS BRANDS, L.L.C.
11/10/2000	2610542	08/20/2002	SEARS BRANDS, L.L.C.
10/19/2007	3677156	09/01/2009	SEARS BRANDS, L.L.C.
06/05/2016			SEARS BRANDS, L.L.C.

05/28/2010	4203780	09/04/2012	SEARS BRANDS, L.L.C.
03/31/2011	4056014	11/15/2011	SEARS BRANDS, L.L.C.
08/20/2012	4429782	11/05/2013	SEARS BRANDS, L.L.C.
06/05/2016	5297538	09/26/2017	SEARS BRANDS, L.L.C.
07/27/1995	2091873	08/26/1997	SEARS BRANDS, L.L.C.
12/23/2008	3738907	01/19/2010	SEARS BRANDS, L.L.C.
01/10/2001	2667384	12/24/2002	SEARS BRANDS, L.L.C.
11/02/2009	4096586	02/07/2012	SEARS BRANDS, L.L.C.
02/01/2010	4119054	03/27/2012	SEARS BRANDS, L.L.C.
02/01/2010	4415096	10/08/2013	SEARS BRANDS, L.L.C.
02/08/2010	4126018	04/10/2012	SEARS BRANDS, L.L.C.
02/09/2010	4418845	10/15/2013	SEARS BRANDS, L.L.C.
02/09/2010	4135999	05/01/2012	SEARS BRANDS, L.L.C.
02/09/2010	4418846	10/15/2013	SEARS BRANDS, L.L.C.

06/05/2016	5282352	09/05/2017	SEARS BRANDS, L.L.C.
08/29/1988	1540405	05/23/1989	SEARS BRANDS, L.L.C.
01/16/2001	2664261	12/17/2002	SEARS BRANDS, L.L.C.
03/15/2005	3070804	03/21/2006	SEARS BRANDS, L.L.C.
09/26/1994	1922712	09/26/1995	SEARS BRANDS, L.L.C.
06/17/2011	4317745	04/09/2013	SEARS BRANDS, L.L.C.
01/27/2006	3236497	05/01/2007	SEARS BRANDS, L.L.C.
09/10/1999	2355382	06/06/2000	SEARS BRANDS, L.L.C.
09/13/2004	3069838	03/21/2006	SEARS BRANDS, L.L.C.
11/06/2007	3680515	09/08/2009	SEARS BRANDS, L.L.C.
06/27/2016			SEARS BRANDS, L.L.C.
12/21/2004	3350644	12/11/2007	SEARS BRANDS, L.L.C.
12/21/2005	3232768	04/24/2007	SEARS BRANDS, L.L.C.
01/10/2012	4560681	07/01/2014	SEARS BRANDS, L.L.C.

07/26/2000	2586341	06/25/2002	SEARS BRANDS, L.L.C.
01/10/2017			SEARS BRANDS, L.L.C.
06/15/1998	2288771	10/26/1999	SEARS BRANDS, L.L.C.
09/20/2000	2592739	07/09/2002	SEARS BRANDS, L.L.C.
09/20/2000	2650295	11/12/2002	SEARS BRANDS, L.L.C.
11/17/2006	3600811	04/07/2009	SEARS BRANDS, L.L.C.
09/22/2009	3862866	10/19/2010	SEARS BRANDS, L.L.C.
09/24/1980	1179644	11/24/1981	SEARS BRANDS, L.L.C.
02/12/2016	5346916	11/28/2017	SEARS BRANDS, L.L.C.
03/02/1989	1631672	01/15/1991	SEARS BRANDS, L.L.C.
08/20/2013	4501791	03/25/2014	SEARS BRANDS, L.L.C.
06/05/2015	5138248	02/07/2017	SEARS BRANDS, L.L.C.
08/24/2016	5254478	08/01/2017	SEARS BRANDS, L.L.C.
09/26/2016			SEARS BRANDS, L.L.C.

09/26/2016	5254603	08/01/2017	SEARS BRANDS, L.L.C.
05/03/2013	4554532	06/24/2014	SEARS BRANDS, L.L.C.
05/11/2016			SEARS BRANDS, L.L.C.
07/19/2007	3531920	11/11/2008	SEARS BRANDS, L.L.C.
02/28/2012	4625300	10/21/2014	SEARS BRANDS, L.L.C.
03/22/1993	1836244	05/10/1994	SEARS BRANDS, L.L.C.
09/21/1989	1687912	05/19/1992	SEARS BRANDS, L.L.C.
10/24/1995	2006147	10/08/1996	SEARS BRANDS, L.L.C.
01/21/2002	2666208	12/24/2002	SEARS BRANDS, L.L.C.
06/06/2016	5282354	09/05/2017	SEARS BRANDS, L.L.C.
09/25/2014	5365661	12/26/2017	SEARS BRANDS, L.L.C.
09/25/2014	5541235	08/14/2018	SEARS BRANDS, L.L.C.
09/25/2014	5111890	01/03/2017	SEARS BRANDS, L.L.C.
09/25/2014	5267027	08/15/2017	SEARS BRANDS, L.L.C.

09/25/2014	5541236	08/14/2018	SEARS BRANDS, L.L.C.
09/25/2014	5111891	01/03/2017	SEARS BRANDS, L.L.C.
10/26/2009	3872292	11/09/2010	SEARS BRANDS, L.L.C.
04/14/2010	3986818	06/28/2011	SEARS BRANDS, L.L.C.
09/23/2014	4839704	10/27/2015	SEARS BRANDS, L.L.C.
05/12/1921	151287	01/24/1922	SEARS BRANDS, L.L.C.
01/24/1980	1168509	09/08/1981	SEARS BRANDS, L.L.C.
04/26/2006	68606	06/21/2007	SEARS BRANDS, L.L.C.
03/22/2013	4645857	11/25/2014	SEARS BRANDS, L.L.C.
10/17/2014	4865521	12/08/2015	SEARS BRANDS, L.L.C.
12/05/1996	2353952	05/30/2000	SEARS BRANDS, L.L.C.
12/06/1996	2191817	09/29/1998	SEARS BRANDS, L.L.C.
12/04/2006	3257650	07/03/2007	SEARS BRANDS, L.L.C.
03/02/2002	2645755	11/05/2002	SEARS BRANDS, L.L.C.

02/28/2014	4640090	11/18/2014	SEARS BRANDS, L.L.C.
05/07/2014	4715039	04/07/2015	SEARS BRANDS, L.L.C.
06/30/2014	4788635	08/11/2015	SEARS BRANDS, L.L.C.
04/07/2015	4858512	11/24/2015	SEARS BRANDS, L.L.C.
10/11/2001	2804694	01/13/2004	SEARS BRANDS, L.L.C.
11/13/2001	2791051	12/09/2003	SEARS BRANDS, L.L.C.
04/18/2002	2744641	07/29/2003	SEARS BRANDS, L.L.C.
04/23/2015	5037407	09/06/2016	SEARS BRANDS, L.L.C.
02/09/1998	2289907	11/02/1999	SEARS BRANDS, L.L.C.
06/17/2011	4269013	01/01/2013	SEARS BRANDS, L.L.C.
11/29/2011	4290035	02/12/2013	SEARS BRANDS, L.L.C.
05/31/1994	2065389	05/27/1997	SEARS BRANDS, L.L.C.
04/17/2014	4740601	05/19/2015	SEARS BRANDS, L.L.C.
08/22/2013	4630880	11/04/2014	SEARS BRANDS, L.L.C.

11/02/2012	4435081	11/19/2013	SEARS BRANDS, L.L.C.
05/24/2012	4401203	09/10/2013	SEARS BRANDS, L.L.C.
04/06/2012	4485739	02/18/2014	SEARS BRANDS, L.L.C.
09/09/2011	4339415	05/21/2013	SEARS BRANDS, L.L.C.
01/03/2012	4296419	02/26/2013	SEARS BRANDS, L.L.C.
05/28/2014	4681141	02/03/2015	SEARS BRANDS, L.L.C.
02/26/1998	2249344	06/01/1999	SEARS BRANDS, L.L.C.
05/24/1999	2381986	08/29/2000	SEARS BRANDS, L.L.C.
11/14/2012	4367824	07/16/2013	SEARS BRANDS, L.L.C.
12/15/2010	4172424	07/10/2012	SEARS BRANDS, L.L.C.
10/29/2015	5125523	01/17/2017	SEARS BRANDS, L.L.C.
11/15/2012	4512718	04/08/2014	SEARS BRANDS, L.L.C.
09/22/2015	5062226	10/18/2016	SEARS BRANDS, L.L.C.
06/30/2015	4881655	01/05/2016	SEARS BRANDS, L.L.C.

06/30/2015	4991536	07/05/2016	SEARS BRANDS, L.L.C.
12/28/2011	4290104	02/12/2013	SEARS BRANDS, L.L.C.
02/21/2012	4437125	11/19/2013	SEARS BRANDS, L.L.C.
07/12/2011	4303576	03/19/2013	SEARS BRANDS, L.L.C.
12/26/1973	1000445	12/31/1974	SEARS BRANDS, L.L.C.
05/09/2006	3209198	02/13/2007	SEARS BRANDS, L.L.C.
06/16/2011	4505705	04/01/2014	SEARS BRANDS, L.L.C.
01/03/2011	4061492	11/22/2011	SEARS BRANDS, L.L.C.
01/10/2012	4419180	10/15/2013	SEARS BRANDS, L.L.C.
09/02/2010	4013837	08/16/2011	SEARS BRANDS, L.L.C.
12/30/2011	4294497	02/26/2013	SEARS BRANDS, L.L.C.
08/12/2013	4650055	12/02/2014	SEARS BRANDS, L.L.C.
10/21/2004	3655079	07/14/2009	SEARS BRANDS, L.L.C.
02/21/2008	4035294	10/04/2011	SEARS BRANDS, L.L.C.

02/21/2008	3862126	10/12/2010	SEARS BRANDS, L.L.C.
08/22/2013	4630878	11/04/2014	SEARS BRANDS, L.L.C.
06/17/2011	4215050	09/25/2012	SEARS BRANDS, L.L.C.
06/16/2011	4174140	07/17/2012	SEARS BRANDS, L.L.C.
09/10/1999	2408351	11/28/2000	SEARS BRANDS, L.L.C.
01/06/2011	4071896	12/13/2011	SEARS BRANDS, L.L.C.
08/23/2010	4013792	08/16/2011	SEARS BRANDS, L.L.C.
09/15/2008	3998531	07/19/2011	SEARS BRANDS, L.L.C.
06/21/2011	4196883	08/28/2012	SEARS BRANDS, L.L.C.
10/12/2001	2660906	12/10/2002	SEARS BRANDS, L.L.C.
09/29/1982	1260083	12/06/1983	SEARS BRANDS, L.L.C.
09/29/1982	1260080	12/06/1983	SEARS BRANDS, L.L.C.
10/07/1961	735838	08/14/1962	SEARS BRANDS, L.L.C.
01/04/2017	5586933	10/16/2018	SEARS BRANDS, L.L.C.

01/04/2017	5586934	10/16/2018	SEARS BRANDS, L.L.C.
11/13/2015	5324434	10/31/2017	SEARS BRANDS, L.L.C.
12/30/2015	5117464	01/10/2017	SEARS BRANDS, L.L.C.
10/07/2015	5197525	05/02/2017	SEARS BRANDS, L.L.C.
03/23/1978	1115105	03/20/1979	SEARS BRANDS, L.L.C.
05/06/2014	4645256	11/25/2014	SEARS BRANDS, L.L.C.
06/14/2017			SEARS BRANDS, L.L.C.
06/14/2017			SEARS BRANDS, L.L.C.
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06/14/2017			SEARS BRANDS, L.L.C.
09/16/2002	2814970	02/17/2004	SEARS BRANDS, L.L.C.

09/17/2002	2810511	02/03/2004	SEARS BRANDS, L.L.C.
08/16/2013	4642219	11/18/2014	SEARS BRANDS, L.L.C.
02/24/2012	4311799	04/02/2013	SEARS BRANDS, L.L.C.
10/26/2011	4396822	09/03/2013	SEARS BRANDS, L.L.C.
08/05/2013	4881990	01/05/2016	SEARS BRANDS, L.L.C.
06/26/2012	4377586	07/30/2013	SEARS BRANDS, L.L.C.
07/26/2012	4402575	09/17/2013	SEARS BRANDS, L.L.C.
05/13/2013	4700440	03/10/2015	SEARS BRANDS, L.L.C.
09/27/2011	4255023	12/04/2012	SEARS BRANDS, L.L.C.
09/24/2010	4321400	04/16/2013	SEARS BRANDS, L.L.C.
03/03/2015	5464869	05/08/2018	SEARS BRANDS, L.L.C.
09/20/2011	4258798	12/11/2012	SEARS BRANDS, L.L.C.
05/15/1968	865339	02/25/1969	SEARS BRANDS, L.L.C.
07/13/2011	4193131	08/21/2012	SEARS BRANDS, L.L.C.

06/26/2013	4720816	04/14/2015	SEARS BRANDS, L.L.C.
12/15/2010	4292824	02/19/2013	SEARS BRANDS, L.L.C.
04/06/2007	3481593	08/05/2008	SEARS BRANDS, L.L.C.
12/07/2009	4016471	08/23/2011	SEARS BRANDS, L.L.C.
08/14/2015	5009775	07/26/2016	SEARS BRANDS, L.L.C.
10/07/2009	3923915	02/22/2011	SEARS BRANDS, L.L.C.
11/21/1983	1325978	03/19/1985	SEARS BRANDS, L.L.C.
05/24/2000	2623010	09/24/2002	SEARS BRANDS, L.L.C.
09/11/2007	3803588	06/15/2010	SEARS BRANDS, L.L.C.
04/07/2017			SEARS BRANDS, L.L.C.
01/06/1993	1792700	09/14/1993	SEARS BRANDS, L.L.C.
06/07/2012	4686597	02/17/2015	SEARS BRANDS, L.L.C.
09/29/2000	2590786	07/09/2002	SEARS BRANDS, L.L.C.
01/10/2011	4214668	09/25/2012	SEARS BRANDS, L.L.C.

06/06/2016	5297539	09/26/2017	SEARS BRANDS, L.L.C.
03/20/2014	4778276	07/21/2015	SEARS BRANDS, L.L.C.
05/08/2012	4389161	08/20/2013	SEARS BRANDS, L.L.C.
02/16/2006	3260401	07/10/2007	SEARS BRANDS, L.L.C.
08/28/2017			SEARS BRANDS, L.L.C.
07/26/2004	3514052	10/07/2008	SEARS BRANDS, L.L.C.
11/06/2012	4367646	07/16/2013	SEARS BRANDS, L.L.C.
11/06/2012	4367644	07/16/2013	SEARS BRANDS, L.L.C.
11/06/2012	4338821	05/21/2013	SEARS BRANDS, L.L.C.
05/26/2004	3048959	01/24/2006	SEARS BRANDS, L.L.C.
08/14/2008	3630204	06/02/2009	SEARS BRANDS, L.L.C.
01/15/2003	8038	01/15/2003	SEARS BRANDS, L.L.C.
03/14/1962	743912	01/15/1963	SEARS BRANDS, L.L.C.
01/15/2003	6949	01/15/2003	SEARS BRANDS, L.L.C.

12/18/2009	3929806	03/08/2011	SEARS BRANDS, L.L.C.
02/28/2000	2414215	12/19/2000	SEARS BRANDS, L.L.C.
06/09/2005	3093223	05/16/2006	SEARS BRANDS, L.L.C.
09/30/2005	3141789	09/12/2006	SEARS BRANDS, L.L.C.
06/29/2006	3297947	09/25/2007	SEARS BRANDS, L.L.C.
03/16/2015	4831893	10/13/2015	SEARS BRANDS, L.L.C.
07/30/2004	3366601	01/08/2008	SEARS BRANDS, L.L.C.
08/17/1990	1695014	06/16/1992	SEARS BRANDS, L.L.C.
	7996	08/25/1992	SEARS BRANDS, L.L.C.
05/24/2013	4443914	12/03/2013	SEARS BRANDS, L.L.C.
08/17/1990	1710545	08/25/1992	SEARS BRANDS, L.L.C.
05/12/2009	4006632	08/02/2011	SEARS BRANDS, L.L.C.
08/12/2013	4553309	06/17/2014	SEARS BRANDS, L.L.C.
03/15/1984	1516436	12/13/1988	SEARS BRANDS, L.L.C.

05/19/1983	1508211	10/11/1988	SEARS BRANDS, L.L.C.
05/27/2015	4926040	03/29/2016	SEARS BRANDS, L.L.C.
11/12/2009	4161660	06/19/2012	SEARS BRANDS, L.L.C.
11/12/2009	4206318	09/11/2012	SEARS BRANDS, L.L.C.
04/20/2016	5174921	04/04/2017	SEARS BRANDS, L.L.C.
12/22/2011	4518202	04/22/2014	SEARS BRANDS, L.L.C.
08/22/2000	2487368	09/11/2001	SEARS BRANDS, L.L.C.
01/11/2012	4419183	10/15/2013	SEARS BRANDS, L.L.C.
05/18/2012	4250202	11/27/2012	SEARS BRANDS, L.L.C.
10/07/2015	5228845	06/20/2017	SEARS BRANDS, L.L.C.
11/20/2014			SEARS BRANDS, L.L.C.
10/01/1990	1653420	08/13/1991	SEARS BRANDS, L.L.C.
02/18/2000	2414190	12/19/2000	SEARS BRANDS, L.L.C.
06/28/2010	3925185	03/01/2011	SEARS BRANDS, L.L.C.

12/23/1997	2439772	04/03/2001	SEARS BRANDS, L.L.C.
01/24/2012	4329155	04/30/2013	SEARS BRANDS, L.L.C.
08/23/2011	4212695	09/25/2012	SEARS BRANDS, L.L.C.
06/28/2011	4203416	09/04/2012	SEARS BRANDS, L.L.C.
06/28/2011	4203417	09/04/2012	SEARS BRANDS, L.L.C.
05/12/2011	4133253	04/24/2012	SEARS BRANDS, L.L.C.
05/12/2011	4286356	02/05/2013	SEARS BRANDS, L.L.C.
10/19/1998	2305971	01/04/2000	SEARS BRANDS, L.L.C.
08/05/2013	4874847	12/22/2015	SEARS BRANDS, L.L.C.
02/15/2013	4406773	09/24/2013	SEARS BRANDS, L.L.C.
03/26/2013	4472552	01/21/2014	SEARS BRANDS, L.L.C.
09/02/2010	4605715	09/16/2014	SEARS BRANDS, L.L.C.
03/24/2000	2729666	06/24/2003	SEARS, ROEBUCK AND CO.
05/27/2015	4966231	05/24/2016	SEARS BRANDS, L.L.C.

10/21/2011	4377125	07/30/2013	SEARS BRANDS, L.L.C.
01/10/2012	4411684	10/01/2013	SEARS BRANDS, L.L.C.
02/10/2012	4411724	10/01/2013	SEARS BRANDS, L.L.C.
03/22/2011	4111143	03/13/2012	SEARS BRANDS, L.L.C.
02/13/2015	5223609	06/13/2017	SEARS BRANDS, L.L.C.
12/19/2011	4146821	05/22/2012	SEARS BRANDS, L.L.C.
02/23/2018	5575256	10/02/2018	SEARS BRANDS, L.L.C.
04/21/2011	4172732	07/10/2012	SEARS BRANDS, L.L.C.
07/05/2011	4155828	06/05/2012	SEARS BRANDS, L.L.C.
07/05/2011	4269048	01/01/2013	SEARS BRANDS, L.L.C.
02/10/2012	4484627	02/18/2014	SEARS BRANDS, L.L.C.
02/10/2012	4483318	02/18/2014	SEARS BRANDS, L.L.C.
02/06/2012	4311676	04/02/2013	SEARS BRANDS, L.L.C.
01/13/2010	4147410	05/22/2012	SEARS BRANDS, L.L.C.

03/18/2009	4006597	08/02/2011	SEARS BRANDS, L.L.C.
06/14/2006	3559110	01/06/2009	SEARS BRANDS, L.L.C.
04/30/2008	3530939	11/11/2008	SEARS BRANDS, L.L.C.
12/08/2008	3929026	03/08/2011	SEARS BRANDS, L.L.C.
09/25/2008	4342790	05/28/2013	SEARS BRANDS, L.L.C.
01/22/2009	3931620	03/15/2011	SEARS BRANDS, L.L.C.
08/14/2013	4517532	04/22/2014	SEARS BRANDS, L.L.C.
08/14/2013	4517533	04/22/2014	SEARS BRANDS, L.L.C.
04/29/2009	3986747	06/28/2011	SEARS BRANDS, L.L.C.
01/04/2017	5444362	04/10/2018	SEARS BRANDS, L.L.C.
09/29/1982	1260079	12/06/1983	SEARS BRANDS, L.L.C.
09/21/1992	1770115	05/11/1993	SEARS BRANDS, L.L.C.
05/15/2013	4898921	02/09/2016	SEARS BRANDS, L.L.C.
07/22/2011	4234937	10/30/2012	SEARS BRANDS, L.L.C.

08/04/2014	4667747	01/06/2015	SEARS BRANDS, L.L.C.
06/17/2011	4621448	10/14/2014	SEARS BRANDS, L.L.C.
06/28/2016	5262423	08/08/2017	SEARS BRANDS, L.L.C.
06/24/2016	5257625	08/01/2017	SEARS BRANDS, L.L.C.
03/12/2014	4597296	09/02/2014	SEARS BRANDS, L.L.C.
10/31/2008	3631185	06/02/2009	SEARS BRANDS, L.L.C.
05/06/2014	4767115	07/07/2015	SEARS BRANDS, L.L.C.
03/12/2001	2590073	07/02/2002	SEARS BRANDS, L.L.C.
07/03/2008	3662758	08/04/2009	SEARS BRANDS, L.L.C.
07/29/1998	2341996	04/11/2000	SEARS BRANDS, L.L.C.
11/01/2011	4219701	10/02/2012	SEARS BRANDS, L.L.C.
07/15/2008	3775568	04/13/2010	SEARS BRANDS, L.L.C.
07/02/2014	4914554	03/08/2016	SEARS BRANDS, L.L.C.
03/23/1978	1114324	03/06/1979	SEARS BRANDS, L.L.C.

07/22/1997	2239671	04/13/1999	SEARS BRANDS, L.L.C.
03/09/2012	4440882	11/26/2013	SEARS BRANDS, L.L.C.
03/09/2012	4440881	11/26/2013	SEARS BRANDS, L.L.C.
05/10/2007	3499758	09/09/2008	SEARS BRANDS, L.L.C.
06/17/2011	4739289	05/19/2015	SEARS BRANDS, L.L.C.
11/01/2007	3673722	08/25/2009	SEARS BRANDS, L.L.C.
05/19/2014	4758664	06/23/2015	SEARS BRANDS, L.L.C.
05/19/2014	4767195	07/07/2015	SEARS BRANDS, L.L.C.
10/12/2011	4142753	05/15/2012	SEARS BRANDS, L.L.C.
07/12/2001	2603010	07/30/2002	SEARS BRANDS, L.L.C.
01/27/1997	2217728	01/12/1999	SEARS BRANDS, L.L.C.
10/31/2012	4431246	11/12/2013	SEARS BRANDS, L.L.C.
06/25/2013	4696679	03/03/2015	SEARS BRANDS, L.L.C.
05/28/2013	4462589	01/07/2014	SEARS BRANDS, L.L.C.

11/15/2017	5464681	05/08/2018	SEARS BRANDS, L.L.C.
06/28/2016			SEARS BRANDS, L.L.C.
11/15/1991	1779400	06/29/1993	SEARS BRANDS, L.L.C.
04/05/2011	4234728	10/30/2012	SEARS BRANDS, L.L.C.
12/18/2013	4713612	03/31/2015	SEARS BRANDS, L.L.C.
03/16/2016	5336121	11/14/2017	SEARS BRANDS, L.L.C.
03/09/2012	4315894	04/09/2013	SEARS BRANDS, L.L.C.
06/05/2015	5138249	02/07/2017	SEARS BRANDS, L.L.C.
03/09/2012	4315895	04/09/2013	SEARS BRANDS, L.L.C.
02/27/1989	1609697	08/14/1990	SEARS BRANDS, L.L.C.
07/18/2012	4341399	05/28/2013	SEARS BRANDS, L.L.C.
03/18/2011	4739275	05/19/2015	SEARS BRANDS, L.L.C.
03/18/2011	4223428	10/09/2012	SEARS BRANDS, L.L.C.
05/28/1996	2040785	02/25/1997	SEARS BRANDS, L.L.C.

09/27/2013	4633890	11/04/2014	SEARS BRANDS, L.L.C.
02/18/1995	2007108	10/08/1996	SEARS BRANDS, L.L.C.
06/07/2007	3411150	04/08/2008	SEARS BRANDS, L.L.C.
05/31/2013	4606604	09/16/2014	SEARS BRANDS, L.L.C.
04/22/2014	4771363	07/14/2015	SEARS BRANDS, L.L.C.
12/26/2013	4797713	08/25/2015	SEARS BRANDS, L.L.C.
06/13/1988	1563683	10/31/1989	SEARS BRANDS, L.L.C.
12/03/2002	2764442	09/16/2003	SEARS BRANDS, L.L.C.
10/17/2003	2982911	08/09/2005	SEARS BRANDS, L.L.C.
10/17/2003	2922885	02/01/2005	SEARS BRANDS, L.L.C.
10/17/2003	2916293	01/04/2005	SEARS BRANDS, L.L.C.
04/27/1991	1726260	10/20/1992	SEARS BRANDS, L.L.C.
04/06/2010	SM-800-92-133	04/06/2010	SEARS BRANDS, L.L.C.
08/17/2012	4327638	04/30/2013	SEARS BRANDS, L.L.C.

10/08/2004	2985557	08/16/2005	SEARS BRANDS, L.L.C.
10/08/2004	2989790	08/30/2005	SEARS BRANDS, L.L.C.
05/05/1999	2321954	02/22/2000	SEARS BRANDS, L.L.C.
12/09/2015	4946363	04/26/2016	SEARS BRANDS, L.L.C.
06/13/1988	1529006	03/07/1989	SEARS BRANDS, L.L.C.
11/23/2001	2621139	09/17/2002	SEARS BRANDS, L.L.C.
10/22/2004	2985558	08/16/2005	SEARS BRANDS, L.L.C.
11/14/2008	3809026	06/29/2010	SEARS BRANDS, L.L.C.
10/24/2008	3711219	11/17/2009	SEARS BRANDS, L.L.C.
11/14/2008	3721025	12/08/2009	SEARS BRANDS, L.L.C.
10/24/2008	3707791	11/10/2009	SEARS BRANDS, L.L.C.
07/16/2010	4008504	08/09/2011	SEARS BRANDS, L.L.C.
10/09/2008	4056660	11/15/2011	SEARS BRANDS, L.L.C.
10/22/2009	3872281	11/09/2010	SEARS BRANDS, L.L.C.

08/28/2008	4368761	07/16/2013	SEARS BRANDS, L.L.C.
08/28/2008	4368762	07/16/2013	SEARS BRANDS, L.L.C.
08/28/2008	4358242	06/25/2013	SEARS BRANDS, L.L.C.
08/03/1999	2472234	07/24/2001	SEARS BRANDS, L.L.C.
02/01/2005	3269333	07/24/2007	SEARS BRANDS, L.L.C.
06/28/2005	3269653	07/24/2007	SEARS BRANDS, L.L.C.
09/22/2005	3138842	09/05/2006	SEARS BRANDS, L.L.C.
07/23/2002	2849347	06/01/2004	SEARS BRANDS, L.L.C.
07/23/2014	4923563	03/22/2016	SEARS BRANDS, L.L.C.
01/20/2003	2858971	06/29/2004	SEARS BRANDS, L.L.C.
03/21/2012	4459694	12/31/2013	SEARS BRANDS, L.L.C.
04/21/2009	3911703	01/25/2011	SEARS BRANDS, L.L.C.
04/21/2009	3795495	06/01/2010	SEARS BRANDS, L.L.C.
12/01/2008	3850796	09/21/2010	SEARS BRANDS, L.L.C.

08/26/2009	3849503	09/21/2010	SEARS BRANDS, L.L.C.
12/22/2009	4214341	09/25/2012	SEARS BRANDS, L.L.C.
05/14/1999	2478456	08/14/2001	SEARS BRANDS, L.L.C.
08/16/1997	2162240	06/02/1998	SEARS BRANDS, L.L.C.
01/04/2001	2580209	06/11/2002	SEARS BRANDS, L.L.C.
02/06/1957	649324	07/30/1957	SEARS, ROEBUCK AND CO.
09/29/2014	5023146	08/16/2016	SEARS BRANDS, L.L.C.
09/29/2014	5256637	08/01/2017	SEARS BRANDS, L.L.C.
05/14/2005	4176116	07/17/2012	SEARS BRANDS, L.L.C.
01/08/2013	4577331	07/29/2014	SEARS BRANDS, L.L.C.
05/18/2012	4356650	06/25/2013	SEARS BRANDS, L.L.C.
01/12/2015	4777269	07/21/2015	SEARS BRANDS, L.L.C.
09/22/2009	4103467	02/28/2012	SEARS BRANDS, L.L.C.
06/21/2011	4096095	02/07/2012	SEARS BRANDS, L.L.C.

05/15/2015	4994597	07/05/2016	SEARS BRANDS, L.L.C.
05/18/2012	4393548	08/27/2013	SEARS BRANDS, L.L.C.
04/03/2001	2760739	09/09/2003	SEARS BRANDS, L.L.C.
04/16/2013	4436525	11/19/2013	SEARS BRANDS, L.L.C.
04/07/2014			SEARS BRANDS, L.L.C.
01/04/2017			SEARS BRANDS, L.L.C.
06/24/2013	4902260	02/16/2016	SEARS BRANDS, L.L.C.
01/18/2012	4491639	03/04/2014	SEARS BRANDS, L.L.C.
01/02/2013	4729840	05/05/2015	SEARS BRANDS, L.L.C.
01/02/2013	4368595	07/16/2013	SEARS BRANDS, L.L.C.
01/02/2013	4729839	05/05/2015	SEARS BRANDS, L.L.C.
06/24/2013	5241716	07/11/2017	SEARS BRANDS, L.L.C.
06/24/2013	4729909	05/05/2015	SEARS BRANDS, L.L.C.
01/13/2014	4698239	03/10/2015	SEARS BRANDS, L.L.C.

04/03/2012	4437175	11/19/2013	SEARS BRANDS, L.L.C.
03/09/2012	4437148	11/19/2013	SEARS BRANDS, L.L.C.
11/11/2011	4142804	05/15/2012	SEARS BRANDS, L.L.C.
12/18/2015	5271986	08/22/2017	SEARS BRANDS, L.L.C.
05/02/2016	5226232	06/20/2017	SEARS BRANDS, L.L.C.
11/20/2012	4473621	01/28/2014	SEARS BRANDS, L.L.C.
11/26/2012	4468884	01/21/2014	SEARS BRANDS, L.L.C.
12/27/2012	4468999	01/21/2014	SEARS BRANDS, L.L.C.
08/18/2009	3843975	09/07/2010	SEARS BRANDS, L.L.C.
03/18/2010	3860725	10/12/2010	SEARS BRANDS, L.L.C.
04/07/2014			SEARS BRANDS, L.L.C.
12/15/2015	5481492	05/29/2018	SEARS BRANDS, L.L.C.
09/11/2015	5106143	12/20/2016	SEARS BRANDS, L.L.C.
04/20/2012	4574204	07/29/2014	SEARS BRANDS, L.L.C.

08/17/2005	3123600	08/01/2006	SEARS BRANDS, L.L.C.
06/27/2016	5267401	08/15/2017	SEARS BRANDS, L.L.C.
12/15/2015	5106414	12/20/2016	SEARS BRANDS, L.L.C.
08/27/2012	4363730	07/09/2013	SEARS BRANDS, L.L.C.
08/27/2012	4413310	10/08/2013	SEARS BRANDS, L.L.C.
11/15/2004	3125410	08/08/2006	SEARS BRANDS, L.L.C.
10/10/2003	3104379	06/13/2006	SEARS BRANDS, L.L.C.
10/07/2009	4107195	03/06/2012	SEARS BRANDS, L.L.C.
10/05/2010	4206585	09/11/2012	SEARS BRANDS, L.L.C.
09/29/2014	4735230	05/12/2015	SEARS BRANDS, L.L.C.
05/13/2009	4191082	08/14/2012	SEARS BRANDS, L.L.C.
05/13/2009	4109427	03/06/2012	SEARS BRANDS, L.L.C.
02/16/2011	4113165	03/13/2012	SEARS BRANDS, L.L.C.
05/13/2009	4641406	11/18/2014	SEARS BRANDS, L.L.C.

05/13/2009	4436788	11/19/2013	SEARS BRANDS, L.L.C.
02/09/2010	4429072	11/05/2013	SEARS BRANDS, L.L.C.
02/09/2010	4268601	01/01/2013	SEARS BRANDS, L.L.C.
09/19/1988	1538257	05/09/1989	SEARS BRANDS, L.L.C.
05/19/2005	3214242	02/27/2007	SEARS BRANDS, L.L.C.
02/26/2015	4960435	05/17/2016	SEARS BRANDS, L.L.C.
02/26/2015	4960434	05/17/2016	SEARS BRANDS, L.L.C.
02/12/2016	5125730	01/17/2017	SEARS BRANDS, L.L.C.
09/02/2004	3005980	10/11/2005	SEARS BRANDS, L.L.C.
10/16/2006	3458667	07/01/2008	SEARS BRANDS, L.L.C.
09/02/2004	3070314	03/21/2006	SEARS BRANDS, L.L.C.
10/25/1994	1923802	10/03/1995	SEARS BRANDS, L.L.C.
04/26/1991	1688984	05/26/1992	SEARS BRANDS, L.L.C.
01/10/2017			SEARS BRANDS, L.L.C.

04/22/1997	2191991	09/29/1998	SEARS BRANDS, L.L.C.
07/21/1994	6788	08/08/1994	SEARS BRANDS, L.L.C.
12/11/2009	7730	12/11/2009	SEARS BRANDS, L.L.C.
03/24/1989	1567276	11/21/1989	SEARS BRANDS, L.L.C.
02/12/1990	1673086	01/21/1992	SEARS BRANDS, L.L.C.
05/06/2013	4685367	02/10/2015	SEARS BRANDS, L.L.C.
06/17/2011	4196865	08/28/2012	SEARS BRANDS, L.L.C.
06/17/2011	4196866	08/28/2012	SEARS BRANDS, L.L.C.
07/08/2010	4226185	10/16/2012	SEARS BRANDS, L.L.C.
07/08/2010	4222361	10/09/2012	SEARS BRANDS, L.L.C.
01/13/2012	4534001	05/20/2014	SEARS BRANDS, L.L.C.
03/22/2016	5201343	05/09/2017	SEARS BRANDS, L.L.C.
06/29/1998	2270689	08/17/1999	SEARS BRANDS, L.L.C.
01/03/2011	4218552	10/02/2012	SEARS BRANDS, L.L.C.

07/06/2017			SEARS BRANDS, L.L.C.
04/03/2012	4467083	01/14/2014	SEARS BRANDS, L.L.C.
01/04/2017			SEARS BRANDS, L.L.C.
01/10/2017			SEARS BRANDS, L.L.C.
02/02/1988	1521334	01/17/1989	SEARS BRANDS, L.L.C.
02/16/2011	4136676	05/01/2012	SEARS BRANDS, L.L.C.
04/28/1992	1741441	12/22/1992	SEARS BRANDS, L.L.C.
09/26/2016	5425390	03/13/2018	SEARS BRANDS, L.L.C.
07/25/2015	5023930	08/16/2016	SEARS BRANDS, L.L.C.
10/18/2013	4547429	06/10/2014	SEARS BRANDS, L.L.C.
05/01/1997	2279783	09/21/1999	SEARS, ROEBUCK AND CO.
11/24/2001	2621140	09/17/2002	SEARS, ROEBUCK AND CO.
04/17/2015	4859015	11/24/2015	SEARS BRANDS, L.L.C.
04/14/2010	4050134	11/01/2011	SEARS BRANDS, L.L.C.

03/12/2013	4507642	04/01/2014	SEARS BRANDS, L.L.C.
09/28/2011	4289842	02/12/2013	SEARS BRANDS, L.L.C.
06/10/2016			SEARS BRANDS, L.L.C.
03/01/2016	5045566	09/20/2016	SEARS BRANDS, L.L.C.
11/27/1997	2226046	02/23/1999	SEARS BRANDS, L.L.C.
04/13/1953	8616	04/13/1953	SEARS BRANDS, L.L.C.
03/23/1953	8083	03/23/1953	SEARS BRANDS, L.L.C.
07/13/1929	263939	11/12/1929	SEARS BRANDS, L.L.C.
07/11/1962	751033	06/11/1963	SEARS BRANDS, L.L.C.
06/16/2004	3107818	06/20/2006	SEARS BRANDS, L.L.C.
01/13/2012	4310294	03/26/2013	SEARS BRANDS, L.L.C.
06/17/2011	4222815	10/09/2012	SEARS BRANDS, L.L.C.
06/13/2007	3465829	07/15/2008	SEARS BRANDS, L.L.C.
06/19/2007	3474921	07/29/2008	SEARS BRANDS, L.L.C.

10/04/1999	2459206	06/12/2001	SEARS BRANDS, L.L.C.
12/22/1998	2396430	10/17/2000	SEARS BRANDS, L.L.C.
10/16/2006	3429201	05/20/2008	SEARS BRANDS, L.L.C.
02/23/1981	1226733	02/08/1983	SEARS BRANDS, L.L.C.
06/09/2005	3395928	03/11/2008	SEARS BRANDS, L.L.C.
06/20/2006	3607740	04/14/2009	SEARS BRANDS, L.L.C.
07/01/2010	3991156	07/05/2011	SEARS BRANDS, L.L.C.
11/05/2010	4007644	08/02/2011	SEARS BRANDS, L.L.C.
06/13/2017			SEARS BRANDS, L.L.C.
08/15/2013	4693574	02/24/2015	SEARS BRANDS, L.L.C.
11/20/2007	3909451	01/18/2011	SEARS BRANDS, L.L.C.
09/23/2009	3956492	05/10/2011	SEARS BRANDS, L.L.C.
11/15/2012	4516470	04/15/2014	SEARS BRANDS, L.L.C.
03/04/1997	2116473	11/25/1997	SEARS BRANDS, L.L.C.

05/15/2013	4554579	06/24/2014	SEARS BRANDS, L.L.C.
07/24/2013	4475342	01/28/2014	SEARS BRANDS, L.L.C.
06/28/2013	4693036	02/24/2015	SEARS BRANDS, L.L.C.
11/03/2003	3117924	07/18/2006	SEARS BRANDS, L.L.C.
05/31/2013	4993737	07/05/2016	SEARS BRANDS, L.L.C.
06/21/2007	3603303	04/07/2009	SEARS BRANDS, L.L.C.
06/24/2010	4014794	08/23/2011	SEARS BRANDS, L.L.C.
02/10/2009	4091582	01/24/2012	SEARS BRANDS, L.L.C.
02/10/2009	4154584	06/05/2012	SEARS BRANDS, L.L.C.
02/10/2009	4338948	05/21/2013	SEARS BRANDS, L.L.C.
01/03/2011	4071885	12/13/2011	SEARS BRANDS, L.L.C.
09/04/1990	1757532	03/09/1993	SEARS BRANDS, L.L.C.
05/25/2016			SEARS BRANDS, L.L.C.
11/26/2013	4724745	04/21/2015	SEARS BRANDS, L.L.C.




11/26/2013	4724744	04/21/2015	SEARS BRANDS, L.L.C.
05/25/2016			SEARS BRANDS, L.L.C.
06/28/2016			SEARS BRANDS, L.L.C.
05/25/2016			SEARS BRANDS, L.L.C.
01/04/2017			SEARS BRANDS, L.L.C.
03/14/2012	4365549	07/09/2013	SEARS BRANDS, L.L.C.
05/17/1978	1119042	05/29/1979	SEARS BRANDS, L.L.C.
03/28/2000	2495828	10/09/2001	SEARS, ROEBUCK AND CO.
06/19/1978	1130813	02/12/1980	SEARS BRANDS, L.L.C.
06/14/2000	2652443	11/19/2002	SEARS BRANDS, L.L.C.
06/24/1997	2206735	12/01/1998	SEARS BRANDS, L.L.C.
08/03/1999	2488741	09/11/2001	SEARS BRANDS, L.L.C.
01/19/2010	3948853	04/19/2011	SEARS BRANDS, L.L.C.
12/30/2015	5341343	11/21/2017	SEARS BRANDS, L.L.C.

07/13/2012	4437309	11/19/2013	SEARS BRANDS, L.L.C.
11/14/1983	1380332	01/28/1986	SEARS BRANDS, L.L.C.
11/12/2004	3361170	01/01/2008	SEARS BRANDS, L.L.C.
11/01/2007	3873766	11/09/2010	SEARS BRANDS, L.L.C.
12/15/2010	4195344	08/21/2012	SEARS BRANDS, L.L.C.
08/25/2009	3849502	09/21/2010	SEARS BRANDS, L.L.C.
07/10/2003	3303363	10/02/2007	SEARS BRANDS, L.L.C.
09/19/2003	3349266	12/04/2007	SEARS BRANDS, L.L.C.
11/13/1997	2464800	07/03/2001	SEARS BRANDS, L.L.C.
08/20/2012	4313078	04/02/2013	SEARS BRANDS, L.L.C.
02/17/2000	2583188	06/18/2002	SEARS BRANDS, L.L.C.
09/11/2015	5065637	10/18/2016	SEARS BRANDS, L.L.C.
04/13/2011	4042174	10/18/2011	SEARS BRANDS, L.L.C.
05/21/2010	4429091	11/05/2013	SEARS BRANDS, L.L.C.

06/06/2016	5282353	09/05/2017	SEARS BRANDS, L.L.C.
10/24/2017	5598823	11/06/2018	SEARS BRANDS, L.L.C.
10/17/2017	5620299	12/04/2018	SEARS BRANDS, L.L.C.
10/17/2017	5625398	12/11/2018	SEARS BRANDS, L.L.C.
10/17/2017	5625397	12/11/2018	SEARS BRANDS, L.L.C.
10/17/2017	5620298	12/04/2018	SEARS BRANDS, L.L.C.
09/29/2017	5609736	11/20/2018	SEARS BRANDS, L.L.C.
09/29/2017	5609737	11/20/2018	SEARS BRANDS, L.L.C.
11/22/2016	5640229	01/01/2019	SEARS BRANDS, L.L.C.
11/22/2016	5640229	01/01/2019	SEARS BRANDS, L.L.C.
09/28/2017	5604496	11/13/2018	SEARS BRANDS, L.L.C.
01/23/2017			SEARS BRANDS, L.L.C.
10/04/2017			SEARS BRANDS, L.L.C.
08/29/2018			SEARS BRANDS, L.L.C.




11/07/2018			SEARS BRANDS, L.L.C.
02/23/2018			SEARS BRANDS, L.L.C.
02/23/2018			SEARS BRANDS, L.L.C.
02/27/2018			SEARS BRANDS, L.L.C.
04/13/2018			SEARS BRANDS, L.L.C.
07/13/2018			SEARS BRANDS, L.L.C.
07/13/2018			SEARS BRANDS, L.L.C.
07/24/2018			SEARS BRANDS, L.L.C.
07/24/2018			SEARS BRANDS, L.L.C.
08/29/2018			SEARS BRANDS, L.L.C.
11/04/1996	2177884*	08/04/1998	SEARS BRANDS, L.L.C.
04/01/2011	4188173*	08/07/2012	SEARS BRANDS, L.L.C.
03/04/1997	2191477*	09/22/1998	SEARS BRANDS, L.L.C.
12/15/2010	4180918*	07/24/2012	SEARS BRANDS, L.L.C.

rein. No representation or warranty is made with respect to the Trademarks denoted with an asterisk.



Image	Country	MarkName	Application Number
 	Albania	KMART	168
	Argentina	COEXIST	3080417
 	Argentina	COEXIST	3080416
	Argentina	COEXIST	3080414
 	Argentina	COEXIST	3080412
	Argentina	KMART	2973687
	Argentina	SEARS	2965251
	Argentina	SEARS	2965250
	Argentina	SEARS	2977273
	Argentina	SEARS	2965249
	Argentina	SHOP YOUR WAY	3221969
	Argentina	SHOP YOUR WAY	3221970
	Aruba	K MART	89120413



KMART	Aruba	KMART	94081517
KMART	Aruba	KMART	110421.18
	Aruba	KMART (1990 LOGO)	94081519
STRUCTURE	Aruba	SEARS	IM-961105.14
	Aruba	STRUCTURE	94062323
	Australia	ALL-PRO	331313
	Australia	ASHLEY TAYLOR	498369
BLUELIGHT	Australia	BLUELIGHT	868989
	Australia	BLUELIGHT.COM	840688
	Australia	COBBIE	112326
	Australia	COBBIE	n/a
	Australia	COBBIE CUDDLERS	363277
	Australia	COMFORT LITES	836259
	Australia	E.Z. STRIDER	772253

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	Australia	FOCAL	334637
	Australia	GUARDSMAN	1534600
	Australia	KSUPERFOOD	427546
	Australia	KSUPERFOOD	427545
	Australia	PERFORMER	324240
	Australia	PURE BEACH	836260
	Australia	ROADHANDLER	1534591
	Australia	RX FOR COMFORT (AND DESIGN)	839432
	Australia	SAFETRAX	772251
	Australia	SHOP YOUR WAY and Design (new logo)	1627586
	Australia	SUPER K	427547
	Australia	THOM MCAN	871193
	Australia	THOM MCAN	772252
	Australia	TOUGHSKINS	1426754

<i>Walkables</i>	Australia	WALKABLES (STYLIZED)	836261
	Austria	COBBIE STYLIZED	AM4626/88
	Austria	KMART (1990 LOGO)	421890
	Austria	SEARS	263543A
	Bahamas	COBBIE CUDDLERS	11450
KMART  KMART	Bahamas	KMART	15340
	Bahamas	KMART	15341
	Bahamas	SEARS ROEBUCK	3316
	Bahamas	SEARS ROEBUCK	3127
	Bahamas	SEARS ROEBUCK	3357
STRUCTURE	Bahamas	STRUCTURE	17295
STRUCTURE	Bahamas	STRUCTURE	16596
KMART	Bahrain	KMART	847/93
KMART	Bangladesh	KMART	37312

	Bangladesh	KMART (1990 LOGO)	37311
STRUCTURE  KMART	Bangladesh	STRUCTURE	40455
	Barbados	KMART	2097
KMART  KMART	Barbados	KMART	2098
	Barbados	KMART	2107
KMART	Barbados	KMART	2102
KMART	Barbados	KMART	2106
KMART	Barbados	KMART	2099
KMART	Barbados	KMART	2105
KMART	Barbados	KMART	2104
	Barbados	KMART & DESIGN	2108
	Barbados	SUPER KMART CENTER	2109
KMART	Belarus	KMART	133482
	Benelux	COBBIE	64503

KMART	Benelux	KMART	801993
	Benelux	KMART (1990 LOGO RED)	750685
	Benelux	SEARS	263543A
STRUCTURE	Benelux	STRUCTURE	829 435
	Benelux	THOM MCAN (Stylized)	607
KMART	Bermuda	KMART	25464
SEARS HOMETOWN STORE	Bermuda	SEARS HOMETOWN STORE	51975
GALAXY	Bolivia	GALAXY	C-85144
GALAXY	Bolivia	GALAXY	387C-85143
	Bolivia	K MART	3093-2001
	Bolivia	SEARS	C-37075
	Bolivia	SEARS	00352-2010
	Bolivia	SEARS ROEBUCK	RC-773
STRUCTURE	Bolivia	STRUCTURE	1728

STRUCTURE	Bolivia	STRUCTURE	1728
GALAXY	Bosnia-Herzegovina	GALAXY	UP-5490/00
	Bosnia-Herzegovina	SEARS	263543A
	Brazil	CANYON RIVER BLUES	830424679
	Brazil	COBBIE CUDDLERS	812471032
KMART	Brazil	KMART	817866574
KMART	Brazil	KMART	818213752
	Brazil	SEARS	811234940
	Brazil	SEARS	910112053
	Brazil	SEARS	910112100
	Brazil	SEARS	910112169
	Brazil	SEARS	910112193
	Brazil	SEARS	910112231
	Brazil	SEARS	910207364

	Brazil	SEARS	910207372
	Brazil	SEARS	910207399
	Brazil	SHOP YOUR WAY	840393261
	Brazil	SHOP YOUR WAY	840393288
STRUCTURE	Brazil	STRUCTURE	830413618
 TOUGHSKINS	Brazil	THOM MCAN (STYLIZED)	474080
	Brazil	TOUGHSKINS	830427910
	Bulgaria	KMART (1990 LOGO)	21301
STRUCTURE	Bulgaria	STRUCTURE	12547
	Cambodia	KMART (LOGO)	2867
	Canada	1.800.4.MY.HOME	1518349
	Canada	1.800.LE.FOYER	1518350
	Canada	1-800-LE-FOYER	1060010
	Canada	1-866-FLY-SEARS	1209836


	Canada	A&E FACTORY SERVICE & DESIGN 1	1377718
	Canada	A&E FACTORY SERVICE & DESIGN 2	1377719
	Canada	A&E FACTORY SERVICE & DESIGN 3	1377769
	Canada	ALARME RÉSIDENTIELLES SEARS	1351746
	Canada	ALARME RÉSIDENTIELLES SEARS (AND DESIGN)	1366755
<b>ALPHALINE</b>	Canada	ALPHALINE	1483437
	Canada	ASHLEY TAYLOR COLLECTION	586151
	Canada	ATTENDEZ-VOUS A PLUS	728497
	Canada	AVANTAJEUNE	696537
	Canada	BALLOONS	1192249
	Canada	BATH SHOP COLORMATES (AND DESIGN)	406333
	Canada	BECAUSE LIFE JUST GETS BETTER	1087205
	Canada	BENCHMADE	416445
	Canada	BILLETTERIE PREMIÈRE DU CLUB SEARS (AND DESIGN)	1015596

	Canada	BLUEPRINT	1815233
	Canada	BLUEPRINT @ SEARS	1815235
	Canada	BLUEPRINT AT SEARS	1815234
	Canada	BONNES AFFAIRES DE TOUTE CONFIANCE	1399122
	Canada	BRAND CENTRAL	626437
	Canada	BRAND CENTRAL SEARS (AND DESIGN)	626438
	Canada	CAFÉ DU CATALOGUE SEARS (AND DESIGN)	1168445
CARRIAGE COURT	Canada	CANADA'S NATIONAL CATALOGUE SEARS	683278
	Canada	CARRIAGE COURT	526851
	Canada	CENTRE DU FOYER SEARS	862771
	Canada	CENTRE DU FOYER SEARS (AND DESIGN)	1024794
	Canada	CENTRE MULTIMARQUES SEARS	802137
	Canada	CHAQUE VOYAGE APPORTE UNE RÉCOMPENSE	1407946
	Canada	CHOIX. SERVICES. RÉCOMPENSES.	1105456


	Canada	CLEANSCAPE	1465339
	Canada	CLEARPATH	1469878
	Canada	CLUB DES FUTURES MAMANS	698156
	Canada	CLUB DES FUTURES MAMANS (AND DESIGN) 1	752157
	Canada	CLUB DES FUTURES MAMANS (AND DESIGN) 2	1134639
	Canada	CLUB DES FUTURES MAMANS AVANTAJEUNE (AND DESIGN)	1018548
	Canada	CLUB FAMILLE EN FÊTE SEARS	1122829
	Canada	CLUB FAMILLE EN FÊTE SEARS (AND DESIGN)	1122828
	Canada	CLUB SEARS (AND DESIGN)	808663
	Canada	CLUB SEARS C'EST TOUT A VOTRE AVANTAGE	675975
	Canada	CLUB-VACANCE KMART	725037
	Canada	COBBIE CUDDLERS	464954
	Canada	COBBIE CUDDLERS	1192250
	Canada	COBBIES	299744




<b>COLORMATE</b>	Canada	COLORMATE	1465152
	Canada	COLORMATE and Design	1474751
	Canada	COLORMATE KIDS	1465326
	Canada	COLORMATE KIDS (AND DESIGN)	1465332
	Canada	COLORMATES	435299
	Canada	COLOURS	1150246
	Canada	COME SEE THE MANY SIDES OF SEARS	853113
	Canada	COME SEE THE SOFTER SIDE OF SEARS	853112
	Canada	COMFORT TOUCH	1091228
	Canada	COMPANION	1034472
	Canada	COMPANION AND DESIGN (HAMMER)	1034471
	Canada	CONCEPT @ SEARS	1812996
	Canada	CONCEPT AT SEARS	1812993
	Canada	CONFIANCE. ENTRE VOS MAINS.	1472005

	Canada	COULEURS	1150247
COVINGTON	Canada	COUNTRY INN	216959
	Canada	COVINGTON	1140681
	Canada	DÉCOUVREZ LES JOYEUX CÔTÉS DE SEARS	866723
	Canada	DÉCOUVREZ TOUS LES CÔTÉS DE SEARS	866718
	Canada	DÉCOUVREZ TOUT CE QUI EST EN SOLDE CHEZ SEARS	866719
	Canada	DÉCOUVREZ UN AUTRE CÔTÉ DE SEARS	866720
	Canada	DEFI CLIMAT	442506
	Canada	DES MARQUES DE CHOIX A VOTRE MAGASIN DE CONFIANCE	815546
	Canada	DES PRIX HORS PAIR!!	1215599
	Canada	DES PRODUITS ET SERVICES DE TOUTE CONFIANCE	892159
	Canada	DIRT DETECTOR	778349
	Canada	DIVISION COMMERCIALE DES PIECES SEARS	836031
	Canada	DOCKMATES	844136

	Canada	DOCKMATES & DESIGN	844135
	Canada	DO-IT YOURSELF (AND DESIGN)	490849
	Canada	DRAGON DESIGN	636284
	Canada	ECO CARE	1177812
	Canada	ELEGANCE	778508
	Canada	EN TOUTE SÉCURITÉ GRÂCE À VOTRE ENTREPRISE DE CONFIANCE	1367250
	Canada	EVERY TRIP HAS ITS REWARDS	1407947
	Canada	EXPECT MORE	723337
	Canada	EXPECT MORE FROM SEARS	723339
	Canada	FABRIC MASTER	341044
	Canada	FAITES-LE VOUS-MÊME (AND DESIGN)	490847
	Canada	FESTIVAL DE THEATRE SEARS DE L'ONTARIO (AND DESIGN)	827530
	Canada	FLOWER DESIGN	1428821
	Canada	FLOWERS BY SEARS	715789

	Canada	FONDS DE CREANCES DE SEARS CANADA	696398
<b>FRESH 'N CLEAN</b>	Canada	FRANCPARLER SEARS	881682
	Canada	FRESH'N CLEAN	1339654
	Canada	FSX (AND DESIGN)	1115431
	Canada	FUTURES MAMAN	765558
<b>GALAXY</b>	Canada	GALAXY	887285
	Canada	GARDEN OASIS	1395956
	Canada	GARDEN OASIS (AND DESIGN)	1460949
	Canada	GRATIFICATION SEARS QUELQUE CHOSE POUR TOUS (STYLIZED)	1156327
	Canada	GREAT NEWS FROM SEARS (AND DESIGN)	623815
	Canada	GREAT VALUE FROM THE COMPANY YOU TRUST	1399124
	Canada	GUARDSMAN	0241275
	Canada	HARMONY HOUSE	0234946
	Canada	HE4T	1265726

	Canada	HILLARY	447064
	Canada	HO HO BEANS	882503
	Canada	HOMART	196289
	Canada	I LOVE COMFORT	1465513
	Canada	I LOVE COMFORT (STYLIZED AND DESIGN)	1344534
	Canada	INCREDICELL	506799
	Canada	INTERPLAN SEARS	781995
	Canada	INTERPLAN SEARS & DESIGN	787759
	Canada	JACLYN SMITH	563328
	Canada	K (Stylized)	1227015
	Canada	K KMART and Design (2004 Logo)	1227016
	Canada	K MART	287994
	Canada	K MART ADVERTISING	673439
	Canada	K MART ASSISTANCE ROUTIÈRE	690008



	Canada	K MART FOOD	287993
	Canada	KIDVANTAGE	694929
	Canada	KMART	699045
	Canada	KMART and Design (1990 Logo)	680983
	Canada	KMART DESIGN	699046
	Canada	KMART TRAVEL CLUB DESIGN	715366
	Canada	LA GARANTIE POUR TOUJOURS (AND DESIGN)	1039694
	Canada	LA JOIE DU PARTAGE CHEZ SEARS	742980
	Canada	LA VIE À SON MEILLEUR	1087206
	Canada	LAUNDRY PLUS +	1434631
	Canada	L'AVENIR DES JEUNES SEARS (AND DESIGN)	1159440
	Canada	LE CATALOGUE DU CANADA SEARS	683279
	Canada	LE GRAND COFFRE A JOUETS	423213
	Canada	LE MEILLEUR CHOIX	762957

	Canada	LE MONDE EST A VOUS	892157
	Canada	LE RESTAURANT COUNTRY INN (AND DESIGN)	400837
	Canada	LES BELLES ANNEES	688995
	Canada	LES BELLES ANNÉES (STYLIZED)	1087052
	Canada	LOCATION DE VOITURES SEARS	493825
	Canada	LOUIS	1033409
	Canada	LUNETTERIE BOUTIQUE SEARS	1010206
	Canada	LUNETTERIE SEARS	1013102
	Canada	LXI SERIES	453163
	Canada	MAILBOX DESIGN	1178569
	Canada	MASTERPIECE	727095
	Canada	MATCHMATES	455925
	Canada	MATURE OUTLOOK	688996
	Canada	MATURE OUTLOOK (STYLIZED)	1087033

	Canada	MODEL'S CLUB	859361
	Canada	MOTHER TO BE	765282
	Canada	MOTHER TO BE FUTURE MAMAN (AND DESIGN)	807251
	Canada	MOUNTAIN DESIGN	1465329
	Canada	MW (AND MAPLE LEAF DESIGN)	428298
	Canada	NEW OUTLOOK	1090112
	Canada	OAKTON	568640
<b>OASIS</b>	Canada	OASIS	1433187
	Canada	OFF PRICE EVERYDAY!!	1081070
	Canada	PASSEPORT DE VOYAGES SEARS	1226707
	Canada	PASSEPORT DE VOYAGES SEARS (AND DESIGN)	1232115
	Canada	PET DRUM	1465336
	Canada	PET DRUM (AND DESIGN)	1465319
	Canada	PET HANDI-MATE	1465515

	Canada	PET POWER MATE	1465516
	Canada	PETPOWERMATE (STYLIZED)	1465697
	Canada	POLAR FREEZE	1344326
	Canada	POWER PATH SYSTEM	778350
	Canada	PRODUITS DE RENOVATION GARANTIS PAR SEARS PARLEZ A UNE	REGISTERED
	Canada	PRODUITS DE RENOVATION GARANTIS PAR SEARS UNE CONNAISSANCE	REGISTERED
	Canada	PROGRAMME L'AVENIR DES JEUNES SEARS	862373
	Canada	PURESOURCE	1339655
	Canada	QUELQUE CHOSE POUR TOUS	1170127
	Canada	RECOMPENSEZ-VOUS PARTEZ EN VOYAGE!	1557255
	Canada	ROADHANDLER	0391151
	Canada	ROADHANDLER MAXIMIZER PLUS	1123058
	Canada	ROADMATES	453603
	Canada	ROUGH HOUSERS	451201


	Canada	S.S. KRESGE	418261
	Canada	SCCF (AND DESIGN)	699196
	Canada	SCORE TRUST	1103773
	Canada	SEARS	601282
	Canada	SEARS	671397
	Canada	SEARS	699587
	Canada	SEARS	634750
	Canada	SEARS	758681
	Canada	SEARS	724229
	Canada	SEARS	513788
	Canada	SEARS	645101
	Canada	SEARS	769071
	Canada	SEARS	476403
	Canada	SEARS	373353

	Canada	SEARS	664146
	Canada	SEARS	817112
	Canada	SEARS	898411
	Canada	SEARS & MAPLE LEAF DESIGN	1810585
	Canada	SEARS (AND DEALER STORE DESIGN)	1012452
	Canada	SEARS (AND MAPLE LEAF DESIGN)	1379825
	Canada	SEARS (STYLIZED W/BLACK BACKGROUND)	535349
	Canada	SEARS (STYLIZED) 2	1141474
	Canada	SEARS ACTIVE	1831464
	Canada	SEARS ACTIVE	1800770
	Canada	SEARS AUTO CARE (AND DESIGN)	1103370
	Canada	SEARS BABY	1225301-01
	Canada	SEARS BABY	1225301
	Canada	SEARS BABY (AND DESIGN)	1110612

	Canada	SEARS BEAUTY	1802379
	Canada	SEARS BEST	369899
	Canada	SEARS BRAND CENTRAL and Design	830617
	Canada	SEARS CANADA CHARITABLE FOUNDATION	699195
	Canada	SEARS CANADA RECEIVABLES TRUST	693388
	Canada	SEARS CATALOGUE CAFÉ (AND DESIGN)	1168444
	Canada	SEARS CATALOGUE CLEARANCE	409132
	Canada	SEARS CATALOGUE DE LIQUIDATION	409133
	Canada	SEARS CHEZ NOUS	1226705
	Canada	SEARS CHEZ NOUS (STYLIZED AND DESIGN)	1232121
	Canada	SEARS CLASSIC	1800769
	Canada	SEARS CLUB (AND DESIGN)	808662
	Canada	SEARS CLUB JUST FOR YOU	1034199
	Canada	SEARS CLUB MEMBERSHIP IS VERY REWARDING	675976

	Canada	SEARS CLUB PRESENTS PREMIÈRE BOX OFFICE (AND DESIGN)	1015595
	Canada	SEARS COLLECTION POUR ENFANTS (AND DESIGN)	858199
	Canada	SEARS COMMERCIAL PARTS DIVISION	836032
	Canada	SEARS CONNECT (AND DESIGN) 3	1420490
	Canada	SEARS DÉCOR	1184490
	Canada	SEARS DIRECT AU CLIENT! À TEMPS, À DOMICILE! (AND DESIGN)	1377128
	Canada	SEARS DIRECT TO YOU (AND DESIGN)	880101
	Canada	SEARS DIRECT TO YOU! RIGHT TO YOU, RIGHT ON TIME! (AND DESIGN)	1377131
	Canada	SEARS DIRECTEMENT À VOUS (AND DESIGN)	880102
	Canada	SEARS DIVISION	514049
	Canada	SEARS EASYTALK	876636
	Canada	SEARS ECO	759778
	Canada	SEARS ELECTRONICS (AND DESIGN)	755033
	Canada	SEARS ÉLECTRONIQUE (AND DESIGN)	755032

	Canada	SEARS FAMILY FIRST CLUB	1119889
	Canada	SEARS FAMILY FIRST CLUB (AND DESIGN)	1119890
	Canada	SEARS FOR MY HOME	1108775
	Canada	SEARS FOR MY HOME (AND DESIGN)	1108784
	Canada	SEARS GUARANTEED HOME IMPROVEMENTS SOMEONE YOU KNOW	697493
	Canada	SEARS GUARANTEED HOME IMPROVEMENTS TALK TO SOMEONE YOU KNOW	697496
	Canada	SEARS HOME	1164110
	Canada	SEARS HOME	1164110-01
	Canada	SEARS HOME ALARM	1351745
	Canada	SEARS HOME ALARM (AND DESIGN)	1366754
	Canada	SEARS HOME SHOPPING (AND DESIGN)	749441
	Canada	SEARS HOMECENTRAL	862778
	Canada	SEARS HOMECENTRAL (AND DESIGN)	1024793
	Canada	SEARS HOMESECURITY (AND DESIGN)	1144131

	Canada	SEARS INCENTIVES SOMETHING FOR EVERYONE (AND DESIGN)	1156326
	Canada	SEARS KIDS	1800773
	Canada	SEARS KIDS COLLECTION (AND DESIGN)	858198
	Canada	SEARS KIDS COLLECTION POUR ENFANTS (AND DESIGN)	1018549
	Canada	SEARS LABORATORY TESTED (AND DESIGN)	556750
	Canada	SEARS MAN	1800772
	Canada	SEARS ONTARIO DRAMA FESTIVAL (AND DESIGN)	827531
	Canada	SEARS OPTICAL CENTRE	1105458
	Canada	SEARS OUTDOOR	1800768
	Canada	SEARS OUTLET STORE....OFF PRICE EVERDAY!!	892464
	Canada	SEARS PASSPORT TO TRAVEL	1226706
	Canada	SEARS PASSPORT TO TRAVEL (AND DESIGN)	1232113
	Canada	SEARS PHONEPLAN	780267
	Canada	SEARS PHONEPLAN GUARANTEED SERVICE. GUARANTEED	787760

	Canada	SEARS POUR MA MAISON	1108783
	Canada	SEARS POUR MA MAISON (AND DESIGN)	1108782
	Canada	SEARS REQUEST BABY REGISTRY (AND DESIGN)	889806
	Canada	SEARS REQUEST GIFT REGISTRY (AND DESIGN)	1012451
	Canada	SEARS REQUEST WEDDING REGISTRY (AND DESIGN)	889804
	Canada	SEARS SATISFACTION GUARANTEED (AND DESIGN)	742900
	Canada	SEARS SIGNATURE	1132811
	Canada	SEARS TRAVEL (AND DESIGN)	1178572
	Canada	SEARS VACATION HOT SPOTS	1156330
	Canada	SEARS WELCOME HOME	1226704
	Canada	SEARS WELCOME HOME (STYLIZED AND DESIGN)	1232114
	Canada	SEARS WHERE WE CARE ENOUGH TO SHARE	710877
	Canada	SEARS with 5 Star Design	892465
	Canada	SEARS WOMAN	1800771

	Canada	SEARS YOUNG FUTURES (AND DESIGN)	1159441
	Canada	SEARS YOUNG FUTURES PROGRAM	862374
	Canada	SEARS-O-PEDIC COMFORT PLUS	1034201
	Canada	SEARSCONNECT	871798
	Canada	SEARSCONNECT (AND DESIGN) 2	1122827
	Canada	SEARS-O-PEDIC (AND DESIGN)	1031015
	Canada	SEARS-O-PEDIC COMFORT	1034202
	Canada	SEARSXPRESS (AND DESIGN)	1156324
	Canada	SÉCURITÉ AU FOYER SEARS (AND DESIGN)	1144132
	Canada	SECURITY ... FROM THE COMPANY YOU TRUST	1367249
	Canada	SENSOR TOUCH	414303
	Canada	SERVICE AUTO SEARS (AND DESIGN)	1107210
	Canada	SERVICE FROM THE COMPANY YOU TRUST	1105459
	Canada	SERVICE YOU CAN TRUST	774959




	Canada	SERVICELIVE	1919628
	Canada	SILVERGUARD	429380
	Canada	SILVERGUARD ESPRIT	728498
	Canada	SIMPLE & FACILE	421695
	Canada	SIMPSONS-SEARS (Stylized)	0219812
	Canada	SK (AND DESIGN)	1161880
	Canada	SK (STYLIZED)	1429531
	Canada	SLUICEMASTER	626278
	Canada	SMARTFIT	1339661
	Canada	SOFT HEAT	589110
	Canada	SOMETHING FOR EVERYONE	1170215
	Canada	SOUHAITS SEARS (STYLIZED AND DESIGN)	886992
	Canada	SOUHAITS SEARS LISTE DE CADEAUX (STYLIZED AND DESIGN)	1012450
	Canada	SOUHAITS SEARS LISTE DE MARIAGE (STYLIZED AND DESIGN)	889805
















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	Canada	SOUHAITS SEARS LISTE POUR BEBE (STYLIZED AND DESIGN)	889807
	Canada	SPLIT2FIT	1265725
	Canada	STEADYRIDER RT	473638
	Canada	STITCH'N TIME	879040
	Canada	SUPERPLUSH II (AND DESIGN)	449484
TEXAS STEER	Canada	SURF ZONE	625915
	Canada	TEXAS STEER	1092736
	Canada	THE BIG TOY CHEST	423212
	Canada	THE BRANDS YOU WANT AT THE STORE YOU TRUST	756240
	Canada	THE FASHION PLACE	422887
	Canada	THE LABEL OF CONFIDENCE	406335
	Canada	THE SLEEP SHOP BY SEARS	1800767
THOM MCAN	Canada	THOM MCAN	1022277
	Canada	TOUGHMATES	451155




	Canada	TREE AND TENT DESIGN	447065
	Canada	TRIO (AND DESIGN)	1178571
	Canada	TROUVEZ TOUT @ SEARS.CA	1377137
	Canada	TWIN SKINS	439465
	Canada	ULTRACARE	1171570
	Canada	UN SERVICE DE TOUTE CONFIANCE	1105457
	Canada	VACANCES SEARS POINTS CHAUDS	1156331
	Canada	VOYAGES SEARS (AND DESIGN)	1178570
	Canada	WAITING GAME CLUB	372428
	Canada	WAITING GAME CLUB (AND BABY DESIGN)	752158
	Canada	WAITING GAME CLUB (AND TEDDY BEAR DESIGN)	1134640
	Canada	WALLY	1678377
	Canada	WE GIVE YOU THE WORLD	866797
	Canada	WEATHERBEATER	REGISTERED



WEATHERHANDLER	Canada	WEATHERHANDLER	744017
	Canada	WHISPER BELT	1053100
	Canada	WHISPERTONE	1335828
	Canada	WONDERLITE	1409866
	Canada	WWW.SEARS.CA	1033410
	Canada	YOU'LL FIND IT @ SEARS.CA	1377135
	Canada	YOUR CARD OF CHOICE	738196
GALAXY  KMART	Canada	YOUR LOWEST PRICE IS A KMART PRICE	711246
	Chile	GALAXY	512112
	Chile	KMART	265372
KMART	Chile	KMART	265369
KMART	Chile	KMART	265371
KMART  KMART	Chile	KMART	265373
	Chile	KMART	265370



KMART	Chile	KMART	265368
	Chile	SEARS ROEBUCK S.A.	824.934
	Chile	SEARS.CL	n/a
STRUCTURE	Chile	STRUCTURE	285617
STRUCTURE	Chile	STRUCTURE	256616
	China P.R.	ALPHALINE	11987659
	China P.R.	ALPHALINE	11987658
	China P.R.	COBBIE	598198
	China P.R.	COBBIE (IN CHINESE CHARACTERS)	659719
	China P.R.	COBBIE CUDDLERS	3682844
COVINGTON	China P.R.	COVINGTON	1040197
	China P.R.	K (Stylized)	4248712
	China P.R.	K (Stylized)	4248710
	China P.R.	K STYLIZED	4248711

	China P.R.	KMART	766745
 	China P.R.	KMART	1065000
	China P.R.	KMART	4248708
  	China P.R.	KMART	23444553
	China P.R.	KMART & K	4248714
  	China P.R.	KMART & K	4248715
	China P.R.	KMART (Stylized; Lower Case)	4248709
  	China P.R.	KMART (Stylized; Lower Case)	4248707
	China P.R.	KMART K DESIGN	4248713
  	China P.R.	METAPHOR	10267766
	China P.R.	METAPHOR	14006761
	China P.R.	METAPHOR	14006762
	China P.R.	METAPHOR	14006763
	China P.R.	METAPHOR	14006764


	China P.R.	METAPHOR (Stylized)	14006758
	China P.R.	METAPHOR (Stylized)	14006759
	China P.R.	METAPHOR (Stylized)	14006760
	China P.R.	METAPHOR (Stylized)	10268152
	China P.R.	METAPHOR STYLIZED	10268155
	China P.R.	NORTH PASS	3412026
	China P.R.	SAFETRAX	25300544
	China P.R.	SEARS	138316
	China P.R.	SEARS	22780333
	China P.R.	SEARS ROEBUCK	138315
	China P.R.	SHOP YOUR WAY and Design	14648785
	China P.R.	SHOP YOUR WAY and Design	26984288
STRUCTURE	China P.R.	STRUCTURE	90022554
	China P.R.	THOM MCAN (CHINESE CHARACTERS - TUO MA KEN)	1557252










	China P.R.	THOM MCAN (STYLIZED)	1280743
	China P.R.	TWO HEARTS	4051084
	China P.R.	TWO HEARTS	6387456
	China P.R.	TWO HEARTS	15529051
	Colombia	CANYON RIVER BLUES	9113199
	Colombia	COBBIE CUDDLERS	01-28008
	Colombia	KMART	94058937
	Colombia	KMART	58980
	Colombia	SEARS	261916
	Colombia	SEARS (AND DEVICE)	350206
	Colombia	SEARS (AND DEVICE)	92 350207
	Colombia	SEARS (AND DEVICE)	92 350208
	Colombia	SEARS (ENSEÑA) [COMMERCIAL NAME]	231168
	Colombia	SEARS (ENSEÑA) RAILROAD DESIGN [COMMERCIAL NAME]	237260

	Colombia	SEARS [COMMERCIAL NAME]	133927
STRUCTURE STRUCTURE	Colombia	STRUCTURE	96022689
	Colombia	STRUCTURE	n/a
THOM MCAN BLUELIGHT SPECIAL	Colombia	THOM MCAN	4071932
	Community Trademark	BLUELIGHT SPECIAL	2203347
COVINGTON	Community Trademark	CANYON RIVER BLUES	17707
	Community Trademark	COVINGTON	1040197
DELVER GALAXY	Community Trademark	DELVER	8562829
	Community Trademark	GALAXY	1890227
	Community Trademark	K KMART and Design (2004 Logo)	3975737
KMART	Community Trademark	KMART	235556
	Community Trademark	KMART (STYLIZED)	3975497
	Community Trademark	SAFETRAX	7433981
	Community Trademark	SAFETYTRAX	7216518

	Community Trademark	SEARS	3406279
 THE GREAT INDOORS	Community Trademark	SEARS (STYLIZED)	917369
	Community Trademark	THE GREAT INDOORS	1685395
THOM MCAN  TOUGHSKINS	Community Trademark	THOM MCAN	7216575
	Community Trademark	TOUGHSKINS	1017889
BASIC EDITIONS	Community Trademark	WALLY	012907465
	Costa Rica	BASIC EDITIONS	8053-2001
EXPRESSIONS  	Costa Rica	COBBIE CUDDLERS	8060-2001
	Costa Rica	EXPRESSIONS	8063-2001
	Costa Rica	JOX STYLIZED	49226
KMART	Costa Rica	KMART	2011-3569
	Costa Rica	KMART (1990 LOGO) [COMMERCIAL NAME]	77042
	Costa Rica	KMART [COMMERCIAL NAME]	87324
	Costa Rica	KMART and Design (1990 Logo Red)	20020006830


	Costa Rica	NORTH PASS	8085-2001
NORTHWEST TERRITORY	Costa Rica	NORTHWEST TERRITORY	8084-2001
	Costa Rica	SAFETRAX	8069-2001
	Costa Rica	SEARS	n/a
	Costa Rica	SEARS	54573
	Costa Rica	SEARS	37770
	Costa Rica	SEARS	37773
	Costa Rica	SEARS	37763
TEXAS STEER	Costa Rica	SEARS	n/a
	Costa Rica	TEXAS STEER	8075-2001
THOM MCAN	Costa Rica	THOM MCAN	5176-2002
COVINGTON	Croatia	COVINGTON	1040197
	Croatia	SEARS	Z980551A
	Croatia	SEARS	263543A

STRUCTURE	Croatia	STRUCTURE	Z934064A
KMART	Cuba	KMART	125594
	Cuba	KMART & DESIGN	129894
GALAXY GALAXY	Cyprus	GALAXY	58229
	Cyprus	GALAXY	58230
	Czech Republic	GALAXY	159419
	Czech Republic	SEARS	0-132339
STRUCTURE	Czech Republic	SEARS	263543A
	Czech Republic	STRUCTURE	59805
	Denmark	COBBIE	6242/1988
	Denmark	JOX	VA 1976 05089
	Denmark	KMART and Design (1990 Logo)	VA199006333
STRUCTURE	Denmark	STRUCTURE	VA 2000 04635
	Dominican Republic	COBBIE CUDDLERS	2003-36078



	Dominican Republic	JOX	n/a
 	Dominican Republic	KMART	n/a
	Dominican Republic	KMART	n/a
 	Dominican Republic	KMART	n/a
	Dominican Republic	KMART & DESIGN	n/a
	Dominican Republic	KMART (1990 LOGO RED)	200281116
	Dominican Republic	SEARS	n/a
	Dominican Republic	SEARS	n/a
	Dominican Republic	SEARS	n/a
	Dominican Republic	SEARS HOMETOWN STORE	2011-16844
 	Dominican Republic	THOM MCAN	2003-36079
	Ecuador	COLORMATE	87161
	Ecuador	KMART	177559
	Ecuador	KMART & DESIGN	5454



	Ecuador	LIFE STYLER	87165
	Ecuador	SEARS	8
	Ecuador	SEARS	45
	Ecuador	SEARS	225452
	Ecuador	SEARS, ROEBUCK AND CO.	18
STRUCTURE  THOM MCAN	Ecuador	STRUCTURE	48354
	Ecuador	THOM MCAN	74906
COVINGTON	Egypt	COVINGTON	1040197
	Egypt	SEARS	57757
	Egypt	SEARS	57768
	Egypt	SEARS	57761
	Egypt	SEARS	263543A
STRUCTURE  TEXAS STEER	Egypt	STRUCTURE	135454
	Egypt	TEXAS STEER	122475

<b>BASIC EDITIONS</b>	El Salvador	BASIC EDITIONS	E-16737/01
<b>EXPRESSIONS</b>	El Salvador	COBBIE CUDDLERS	E-16739/01
	El Salvador	EXPRESSIONS	E-16740/01
<b>JUST KIDZ</b>	El Salvador	ISLAND CLUB	E-16680-01
	El Salvador	JUST KIDZ	2010101667
<b>KMART</b>	El Salvador	KMART	475494
	El Salvador	KMART [COMMERCIAL NAME]	E-1366-93
<b>KMART</b>	El Salvador	KMART [Commercial Name]	E-409-93
<b>NORTHWEST TERRITORY</b>	El Salvador	NORTH PASS	E-16683-01
	El Salvador	NORTHWEST TERRITORY	E-16741/01
	El Salvador	SAFETRAX	E-16685-01
	El Salvador	SEARS	762-97
	El Salvador	SEARS	n/a
	El Salvador	SEARS	230


	El Salvador	SEARS ROEBUCK	2009095844
STRUCTURE	El Salvador	STRUCTURE	1994001583
	El Salvador	STRUCTURE	1994001584
STRUCTURE	El Salvador	STRUCTURE	1994001586
	El Salvador	STRUCTURE	1994001587
TEXAS STEER	El Salvador	TEXAS STEER	E-41970-04
	El Salvador	THOM MCAN	97Book94
	Estonia	SEARS	9801076
STRUCTURE	Finland	SEARS	T198101940
	Finland	STRUCTURE	T200003612
	France	COBBIE CUDDLERS	96652167
COMPANION	France	COMPANION	33203778
	France	K MART	663190
	France	KMART and Design (1990 Logo)	1728755

	France	SEARS	10131
	France	SEARS	959887
	France	SEARS	263543A
<b>STRUCTURE</b>	France	STRUCTURE	293590
	French Polynesia	COBBIE CUDDLERS	96652167
	French Polynesia	SEARS	10131
<b>STRUCTURE</b>	Gaza	STRUCTURE	4892
<b>STRUCTURE</b>	Gaza	STRUCTURE	4893
<b>COMPANION</b>	Germany	COBBIE CUDDLERS	U 7337 25WZ
	Germany	COMPANION	30328599.0/12
	Germany	KMART & DESIGN	1188406
	Germany	SEARS	263543A
<b>THOM MCAN</b>	Germany	STRUCTURE AND DESIGN	L34 679/25 Wz
	Germany	THOM MCAN	M 37 392/25 WZ




	Ghana	SEARS	21479
BLUELIGHT	Great Britain	BLUELIGHT	2264462
	Great Britain	BLUELIGHT.COM	n/a
	Great Britain	COBBIE CUDDLERS	2115174
	Great Britain	K MART STYLIZED & KEY DESIGN	1002366
ROADHANDLER	Great Britain	ROADHANDLER	1444231
	Great Britain	SEARS ROEBUCK	1102481
	Great Britain	SEARS, ROEBUCK AND CO.	1272841
STRUCTURE	Great Britain	SEARS, ROEBUCK AND CO.	1292023
	Great Britain	STRUCTURE	1468446
THOM MCAN	Great Britain	THOM MCAN	2309532
STRUCTURE	Greece	STRUCTURE	120461
	Grenada	KMART & KEY LOGO	n/a
	Guam	SEARS	SM-800-92-133




<b>BASIC EDITIONS</b>	Guatemala	BASIC EDITIONS	2001-07296
<b>COLORMATE</b>	Guatemala	COBBIE CUDDLERS	2001-07300
	Guatemala	COLORMATE	2000-5887
<b>COLORMATE</b>	Guatemala	COLORMATE	144445
	Guatemala	DOCKMATES	2001-07301
<b>GALAXY</b> <b>GALAXY</b>	Guatemala	GALAXY	143953
	Guatemala	GALAXY	143998
	Guatemala	ISLAND CLUB	2001-07305
<b>KMART</b>	Guatemala	JOX	R-002592-2009
	Guatemala	KMART	1997-003323
<b>KMART</b>	Guatemala	KMART	M-002316-2011
	Guatemala	KMART & DESIGN	2009
	Guatemala	KMART (1990 LOGO RED)	36967
	Guatemala	LIFESTYLER	1999-03892


	Guatemala	NORTH PASS	2001-07308
NORTHWEST TERRITORY	Guatemala	NORTHWEST TERRITORY	2001-07309
	Guatemala	SAFETRAX	2001-07311
	Guatemala	SEARS	48279
	Guatemala	SEARS	48290
	Guatemala	SEARS	48339
	Guatemala	SEARS	M-1786-2000
	Guatemala	SEARS	1999-03884
	Guatemala	SEARS	3610-2000
	Guatemala	SEARS	48275
	Guatemala	SEARS	48283
	Guatemala	SEARS	1977-009749
	Guatemala	SEARS [COMMERCIAL NAME]	1999-04966
	Guatemala	STRUCTURE (TRADE NAME)	1041-2000

<b>TEXAS STEER</b>	Guatemala	TEXAS STEER	2001-07315
<b>THOM MCAN</b>	Guatemala	THOM MCAN	2001-07316
	Haiti	K MART	n/a
<b>STRUCTURE</b>	Haiti	SEARS, ROEBUCK AND CO.	204/16
	Haiti	STRUCTURE	n/a
<b>BASIC EDITIONS</b>	Honduras	BASIC EDITIONS	4226-01
	Honduras	COBBIE CUDDLERS	4230-01
	Honduras	ISLAND CLUB	4236-01
<b>KMART</b>	Honduras	K MART	n/a
	Honduras	KMART	1023994
	Honduras	KMART & DESIGN	1025994
<b>NORTHWEST TERRITORY</b>	Honduras	NORTHWEST TERRITORY	4240-01
	Honduras	SAFETRAX	4243-01
	Honduras	SEARS	33619-09

STRUCTURE	Honduras	STRUCTURE	2776/94
THOM MCAN	Honduras	THOM MCAN	29508-11
THOM MCAN	Honduras	THOM MCAN	5075-2001
	Hong Kong	ALPHALINE	302484252AA
	Hong Kong	ALPHALINE	302484252AB
CARRIAGE COURT	Hong Kong	CARRIAGE COURT	B2333/1988
	Hong Kong	COBBIES	780/1978
GALAXY	Hong Kong	GALAXY	21412/2000
GALAXY	Hong Kong	GALAXY	21411/2000
	Hong Kong	K MART AND LOGO	2001B06061
KMART	Hong Kong	KMART	9212390
	Hong Kong	SEARS	833/1978
STRUCTURE	Hong Kong	STRUCTURE	3689/90
THOM MCAN	Hong Kong	THOM MCAN	199813030

TRADER BAY	Hong Kong	TRADER BAY	1593/87
	Hungary	SEARS	M9801322
	Hungary	SEARS	263543A
STRUCTURE  KMART	Hungary	STRUCTURE	4388/90
	Iceland	KMART	105/1994
KMART	India	KMART	1500838
	India	SEARS	437376B
	India	SEARS	1239290
	India	SEARS GLOBAL TECHNOLOGY	1225053
	India	STRUCTURE AND DESIGN	571183
 	Indonesia	KMART and Design (1990 Logo)	R00200402349-02351
	Indonesia	KMART and Design (1990 Logo)	V00200402347-02349
 STRUCTURE	Indonesia	KMART and Design (1990 Logo)	R00200402348-02350
	Indonesia	STRUCTURE	R002011006969

	Indonesia	STRUCTURE (stylized with design)	R002008006380
COVINGTON	International	COVINGTON	1040197
	International	SEARS	263543A
	International	SEARS GLOBAL TECHNOLOGY	1225053
	International	SHOP YOUR WAY	1151272
TOUGHSKINS	International	TOUGHSKINS	1017889
	Ireland	KMART	1993/04267
STRUCTURE	Ireland	STRUCTURE	94/3592
	Israel	K MART	48676
	Israel	KMART (1990 LOGO RED)	77328
	Israel	SHOP YOUR WAY and Design (new logo)	266654
STRUCTURE	Israel	STRUCTURE	80147
	Italy	COBBIE CUDDLERS	MI2014C007825
	Italy	K MART	36975C/88

	Italy	SEARS	MI2006C003597
	Italy	SEARS	263543A
	Italy	SEARS ROEBUCK	MI2006C003596
STRUCTURE STRUCTURE	Italy	STRUCTURE	MI2000C006374
	Italy	STRUCTURE	20714 C/90
THOM MCAN KMART	Italy	THOM MCAN	MI2006C004588
	Jamaica	KMART	27289
	Jamaica	SEARS	60866
STRUCTURE BLUELIGHT	Jamaica	STRUCTURE	25/1551
	Japan	BLUELIGHT	2001-023843
COVINGTON KMART	Japan	COVINGTON	1040197
	Japan	KMART	871971994
	Japan	KMART (1990 LOGO) WITH KATAKANA	872051994
	Japan	NORTH PASS	2002-99054

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	Japan	SAFETRAX	2008-101226
	Japan	SEARS	25045/97
	Japan	SEARS	187345/97
	Japan	SEARS (KATAKANA CHARACTERS)	23862/98
	Japan	SEARS ROEBUCK	H09-035087
STRUCTURE	Japan	SHOP YOUR WAY	1151272
	Japan	STRUCTURE	65336/94
	Japan	SUPER DIEHARD	21192/95
THOM MCAN	Japan	THOM MCAN	56-012859
THOM MCAN	Japan	THOM MCAN	2001-33165
THOM MCAN	Japan	THOM MCAN	62-026864
Thom McAn	Japan	THOM MCAN (STYLIZED)	n/a
STRUCTURE	Jordan	KMART (LOGO)	33493
	Jordan	STRUCTURE	61449



STRUCTURE	Jordan	STRUCTURE	35879
GALAXY GALAXY	Kenya	GALAXY	50864
	Kenya	GALAXY	50865
STRUCTURE	Kenya	HILLARY	55114
	Kuwait	STRUCTURE	29446
	Latvia	SEARS	M-98-671
	Liberia	SEARS	n/a
	Liberia	SEARS	91078/853
	Liechtenstein	SEARS	263543A
	Liechtenstein	SEARS FINANCIAL NETWORK	91 1029 WZ L
KMART	Macao	K MART	8797-M
	Macao	KMART	14327
STRUCTURE GALAXY	Macao	STRUCTURE	10818-M
	Macedonia	GALAXY	Z-20001174

KMART	Macedonia	KMART	99994
	Macedonia	SEARS	263543A
	Malaysia	K MART	MB92910
	Malaysia	SEARS	87/05633
	Malaysia	SEARS ROEBUCK	87/05535
	Malaysia	SEARS ROEBUCK	87005536
	Malaysia	SEARS ROEBUCK	87005534
	Malaysia	SEARS ROEBUCK	87005530
	Malaysia	SEARS ROEBUCK	87005533
	Malaysia	SEARS ROEBUCK	87005537
STRUCTURE	Malaysia	STRUCTURE	94/07750
Thom McAn	Malaysia	THOM MCAN (STYLIZED)	85002007
GALAXY	Malta	GALAXY	32318
GALAXY	Malta	GALAXY	32319

<b>KMART</b>	Malta	KMART LOGO	22286
<b>STRUCTURE</b>	Mauritius	STRUCTURE	99119225
<b>ALPHALINE</b>	Mexico	ALPHALINE	1096865
<b>ALPHALINE</b>	Mexico	ALPHALINE	1096867
<b>APOSTROPHE</b>	Mexico	APOSTROPHE	238992
	Mexico	APOSTROPHE	1663592
<b>ATHLETECH</b>	Mexico	ATHLETECH	181148
<b>BASIC EDITIONS</b>	Mexico	BASIC EDITIONS	181152
	Mexico	CANYON RIVER BLUES	92911
	Mexico	CLUB INFANTIL SEARS (AND DESIGN)	1035246
<b>COVINGTON</b>	Mexico	COVINGTON	550114
<b>COVINGTON</b>	Mexico	COVINGTON	550115
<b>CRB</b>	Mexico	CRB	1102962
	Mexico	CROSSROADS	1035250

DELVER	Mexico	DELVER	1021703
DELVER ELK WOODS	Mexico	DELVER	1021718
	Mexico	ELK WOODS	1035245
	Mexico	GUARDSMAN	1337701
	Mexico	INTIMATE EXPRESSIONS	142359
	Mexico	JUST KIDZ	1079108
	Mexico	K MART and Design	169904
	Mexico	KMART	586078
	Mexico	LIFE STYLER	247202
	Mexico	LIFE STYLER	247205
NORTHWEST TERRITORY	Mexico	NORTHWEST TERRITORY	180993
	Mexico	NORTHWEST TERRITORY	181338
	Mexico	PIO PIO PIO PIO PABELLON PALANCO (AND DESIGN)	1035258
	Mexico	PIO PIO PIO PIO PABELLON PALANCO (AND DESIGN)	1035257

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	Mexico	PRIME FIT (AND DESIGN)	1035259
	Mexico	S & Design	1659865
	Mexico	S & Design	1659867
	Mexico	S & Design	1659866
	Mexico	SEARS	1035292
	Mexico	SEARS	1035293
	Mexico	SEARS	290802
	Mexico	SEARS	1035266
	Mexico	SEARS	1035285
	Mexico	SEARS	1035284
	Mexico	SEARS	1035283
	Mexico	SEARS	1035281
	Mexico	SEARS	1035280
	Mexico	SEARS	1035275


	Mexico	SEARS	1035276
	Mexico	SEARS	1035291
	Mexico	SEARS	1035267
	Mexico	SEARS	1035286
	Mexico	SEARS	1035260
	Mexico	SEARS	1035278
	Mexico	SEARS	1035265
	Mexico	SEARS	1035264
	Mexico	SEARS	1035263
	Mexico	SEARS	1035262
	Mexico	SEARS	1035261
	Mexico	SEARS	1035272
	Mexico	SEARS	1035271
	Mexico	SEARS	1035270

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	Mexico	SEARS	1035279
	Mexico	SEARS	1035273
	Mexico	SEARS	1035288
	Mexico	SEARS	1035287
	Mexico	Sears & Design	1659862
	Mexico	Sears & Design	1659864
	Mexico	SEARS GOLD	46395
	Mexico	SEARS GOLDEN	46397
	Mexico	SEARS O PEDIC	92880
	Mexico	SEARS ROEBUCK	290803
	Mexico	SHOP YOUR WAY	1339116
	Mexico	SHOP YOUR WAY	1339117
	Mexico	THOM MCAN & DESIGN	557420
	Micronesia	KENMORE (CAUTIONARY PUB.)	n/a

	Moldova	KMART	001518
KMART	Moldova	KMART	1517
	Moldova	KMART (1990 Logo)	001519
COVINGTON	Monaco	COVINGTON	1040197
	Monaco	SEARS	263543A
STRUCTURE	Monaco	STRUCTURE	15605
STRUCTURE	Montenegro	STRUCTURE	Z-2126/1990
COVINGTON	Morocco	COVINGTON	1040197
KMART	Morocco	KMART	51562
KMART	Morocco	KMART	9177
	Morocco	SEARS	263543A
STRUCTURE	Morocco	STRUCTURE	n/a
	Namibia	COBBIE CUDDLERS	79/739
	Namibia	K MART	1983/0788

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	Nepal	STRUCTURE	11392/052
	New Zealand	5-WAY FIT	666864
	New Zealand	COBBIE CUDDLERS	141058
	New Zealand	FREE SPIRIT	176999
	New Zealand	PURE BEACH	670295
	New Zealand	SAFETRAX	298061
	New Zealand	SHOP YOUR WAY	1151272
 STRUCTURE STRUCTURE	New Zealand	SHOP YOUR WAY and Design (new logo)	999377
	New Zealand	STRUCTURE	238135
	New Zealand	STRUCTURE	238134
THOM MCAN	New Zealand	THE PERFORMER	194540
	New Zealand	THOM MCAN	298062
TOUGHSKINS  BASIC EDITIONS	New Zealand	TOUGHSKINS	814691
	Nicaragua	BASIC EDITIONS	2001/03609

	Nicaragua	COBBIE CUDDLERS	2001/03613
<b>COLORMATE</b>	Nicaragua	COLORMATE	2000/05079
	Nicaragua	DOCKMATES	2001/03614
<b>EXPRESSIONS</b>	Nicaragua	EXPRESSIONS	2001/03615
	Nicaragua	ISLAND CLUB	2001/03619
	Nicaragua	JOX	2001-03798
	Nicaragua	K MART	2003/0996
	Nicaragua	KMART (1990 Logo Red)	1990-01137
	Nicaragua	LIFESTYLER	2000/05080
	Nicaragua	NORTH PASS	2001/03622
<b>NORTHWEST TERRITORY</b>	Nicaragua	NORTHWEST TERRITORY	2001/03623
	Nicaragua	SAFETRAX	2001/03626
<b>THOM MCAN</b>	Nicaragua	SEARS	2000/05081
	Nicaragua	THOM MCAN	2001/04384

<b>THOM MCAN</b>	Nicaragua	THOM MCAN	2001/03631
	Nigeria	K MART	34017
	Nigeria	K MART	34018
	Nigeria	K MART	34015
	Nigeria	SEARS	25440
	Nigeria	SEARS	32722
	Nigeria	SEARS	32724
	Nigeria	SEARS ROEBUCK	32734/78/3
	Norway	KMART	832491
	Norway	KMART & DESIGN	912714
	Norway	KMART (2004 LOGO)	200408218
	Norway	KMART (Stylized; Lower Case)	200408196
	Norway	SHOP YOUR WAY and Design (new logo)	201407430
	Oman	K MART	4257

	Pakistan	SEARS	88198
	Pakistan	SEARS	88202
	Pakistan	SEARS	88207
	Pakistan	SEARS	87695
	Pakistan	SEARS	88205
	Pakistan	SEARS	88257
	Pakistan	SEARS	88200
	Pakistan	SEARS	88254
STRUCTURE	Pakistan	SEARS	88209
	Pakistan	STRUCTURE	139484
STRUCTURE STRUCTURE	Pakistan	STRUCTURE	139483
	Pakistan	STRUCTURE	139620
	Panama	ACTIVES	118098
	Panama	BAYBERRY & CO.	118100

	Panama	BLUE HILL TRADING CO.	118102
	Panama	BODY CO.	118101
	Panama	CARA MIA	118898
<b>COLORMATE</b>	Panama	COBBIE CUDDLERS	118103
	Panama	COLORMATE	75364
<b>COLORMATE</b>	Panama	COLORMATE	88958
	Panama	DOCKMATES	118104
	Panama	E.Z. STRIDER	118105
<b>EXPRESSIONS</b>	Panama	EXPLORERS	118106
	Panama	EXPRESSIONS	118107
	Panama	FIRESIDE	118108
	Panama	FUN STEPS	118109
	Panama	ISLAND CLUB	118110
	Panama	KINSMAN	118111

KMART	Panama	KMART	24363
	Panama	KMART (1990 LOGO RED)	57674
	Panama	LOVE MATES	118112
	Panama	NORTH PASS	118113
	Panama	NORTHWEST TERRITORY	118114
	Panama	OLYMPIAN	118115
	Panama	SAFETRAX	118116
	Panama	SEARS	84159
	Panama	SEARS	88963
	Panama	SOFT KICKS	118117
STRUCTURE	Panama	STRUCTURE	75577
	Panama	SURF MOC	118118
TEXAS STEER	Panama	TEXAS STEER	118119
	Panama	THOM MCAN	118120

	Panama	UPSTAGE	118121
<i>Walkables</i>	Panama	WALKABLES (STYLIZED)	118122
	Panama	WINDHAM	118123
	Panama	WOODBIDGE	118124
	Paraguay	FOOTACTION	19503
	Paraguay	FOOTACTION	19502
	Paraguay	K MART	266130
	Paraguay	KMART	36634/2005
	Paraguay	SEARS	31617
	Paraguay	SEARS	31618
	Paraguay	SEARS	31620
	Paraguay	SEARS	31619
<b>STRUCTURE</b>	Paraguay	STRUCTURE	29884
	Peru	CANYON RIVER BLUES	402141

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<b>KMART</b>	Peru	KMART	163836
	Peru	KMART (1990 LOGO)	163837
	Peru	SEARS	721000
	Peru	SEARS	721002
	Peru	SEARS	721001
<b>SEARS</b>  <b>THOM MCAN</b>	Peru	SEARS (Stylized)	721003
	Peru	THOM MCAN	611724
	Poland	COBBIE STYLIZED	Z106034
<b>STRUCTURE</b>	Poland	SEARS	Z-185921
	Poland	STRUCTURE	228309
<b>JUST KIDZ</b>	Portugal	JUST KIDZ	480354
	Portugal	JUST KIDZ BY SEARS	480355
	Portugal	SEARS	11175
	Portugal	SEARS	124569 W

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	Portugal	SEARS	124568 Z
	Portugal	SEARS	124567 Y
	Portugal	SEARS	263543A
	Portugal	SEARS (STYLIZED)	124585 W
	Portugal	SEARS (STYLIZED)	124574 X
	Portugal	SEARS (STYLIZED)	124573 V
	Portugal	SEARS (STYLIZED)	124570 S
	Puerto Rico	COBBIE CUDDLERS	68606
	Puerto Rico	K MART	6949
	Puerto Rico	THOM MCAN	8616
	Romania	K MART	14020
	Romania	SEARS (STYLIZED)	25547
	Romania	STRUCTURE	M200002244
	Russian Federation	SEARS	140225



	Russian Federation	SEARS	98708030
<b>STRUCTURE</b>	Russian Federation	STRUCTURE	2000726294
	San Marino	SEARS	263543A
<b>COLORMATE</b>	Saudi Arabia	COLORMATE	8045
	Saudi Arabia	K MART and Design (in Red)	245/17
<b>KMART</b>	Saudi Arabia	K-MART	133/83
	Saudi Arabia	SEARS (English and Arabic/Latin Characters)	10097
	Saudi Arabia	SEARS (English and Arabic/Latin Characters)	10098
<b>STRUCTURE</b>  <b>COVINGTON</b>	Saudi Arabia	STRUCTURE	26711
	Serbia-Montenegro	COVINGTON	1040197
<b>STRUCTURE</b>	Serbia-Montenegro	SEARS	263543A
	Serbia-Montenegro	STRUCTURE	Z-2126/1990
<b>COVINGTON</b>  <b>GALAXY</b>	Singapore	COVINGTON	1040197
	Singapore	GALAXY	T00/18300B






STRUCTURE	Singapore	STRUCTURE	T9106133I
STRUCTURE  THOM MCAN	Singapore	STRUCTURE	T99/00463F
	Singapore	THOM MCAN	275/85
STRUCTURE	Slovak Republic	SEARS	263543A
	Slovak Republic	STRUCTURE	59805
	Slovenia	SEARS	Z-9870498
	South Africa	COBBIE CUDDLERS	79/2744
JUST KIDZ	South Africa	JUST KIDZ	2011/05283
JUST KIDZ  JUST KIDZ	South Africa	JUST KIDZ	2011/05282
	South Africa	JUST KIDZ	2011/05281
JUST KIDZ  JUST KIDZ	South Africa	JUST KIDZ	2011/04048
	South Africa	JUST KIDZ	2011/05284
	South Africa	JUST KIDZ BY SEARS	2011/04049
	South Africa	JUST KIDZ BY SEARS	2011/05288

	South Africa	JUST KIDZ BY SEARS	2011/05285
	South Africa	JUST KIDZ BY SEARS	2011/05286
	South Africa	JUST KIDZ BY SEARS	2011/05287
	South Africa	K MART	1976/03638
	South Africa	KMART	92/3370
	South Africa	KMART	1976/03640
	South Africa	KMART & DESIGN	90/7115
	South Africa	KMART & DESIGN	90/7116
	South Africa	KMART LOGO	92/3141
	South Africa	SEARS	B77/4884
	South Africa	SEARS	B77/4885
	South Africa	SEARS	B77/4882
	South Africa	SEARS	2017/02359
	South Africa	SHOP YOUR WAY	2013/00659

	South Africa	SHOP YOUR WAY	2013/00660
STRUCTURE	South Africa	STRUCTURE	2000/02680
	South Korea	COBBIE CUDDLERS	40-2003-18555
COVINGTON	South Korea	COBBIES	741/1983
	South Korea	COVINGTON	1040197
KMART	South Korea	KMART	5120081952
	South Korea	SEARS	87-19613
	South Korea	SEARS	87-19615
	South Korea	SEARS	50-2008-256
	South Korea	SEARS	50-2009-2226
	South Korea	SEARS	87-19612
	South Korea	SEARS	50-2008-01414
	South Korea	SEARS	87-1743
	South Korea	SEARS	87-20455

STRUCTURE	South Korea	STRUCTURE	40-2011-40648
JUST KIDZ	Spain	JUST KIDZ	2973551(3)
JUST KIDZ	Spain	JUST KIDZ	2971507
	Spain	JUST KIDZ BY SEARS	2971508(3)
	Spain	JUST KIDZ BY SEARS	2973554(8)
KMART	Spain	KMART	1779391
	Spain	KMART (1990 LOGO RED)	2449497
	Spain	SEARS	528667
	Spain	SEARS ROEBUCK	528670
STRUCTURE	Spain	STRUCTURE	2356116
	Spain	THOM MCAN (Stylized)	455887
	Sri Lanka	SEARS	47248
STRUCTURE	Sri Lanka	STRUCTURE	70144
KMART	St. Lucia	KMART	761994



KMART	St. Lucia	KMART	741994
KMART	St. Lucia	KMART	751994
	St. Lucia	KMART (1990 LOGO)	971994
	St. Lucia	KMART (1990 LOGO)	961994
	St. Lucia	SUPER KMART CENTER	88/1994
	St. Lucia	SUPER KMART CENTER	89/1994
	Sweden	K MART	82-1360
THOM MCAN	Sweden	THOM MCAN	1665/66
GALAXY	Switzerland	COBBIE	6407
	Switzerland	GALAXY	11542/2000
KMART KMART	Switzerland	KMART	28482004
	Switzerland	KMART	414219949
	Switzerland	KMART & K	28492004
	Switzerland	SEARS	263543A



	Switzerland	SEARS FINANCIAL NETWORK	7247/1991.6
	Switzerland	SHOP YOUR WAY	1151272
	Switzerland	SHOP YOUR WAY and Design (new logo)	57982/2014
	Switzerland	STRUCTURE	4120/1994.0
	Taiwan	CARRIAGE COURT	86010075
	Taiwan	COBBIE CUDDLER COLLECTION	8122654
	Taiwan	COBBIE CUDDLERS	7032047
COLORMATE	Taiwan	COLORMATE	90052394
 	Taiwan	COLORMATE	91053303
	Taiwan	COLORMATE	90052395
COLORMATE	Taiwan	COLORMATE	90052393
	Taiwan	COMFORT LITES	8834226
	Taiwan	COMFORT LITES	77329
	Taiwan	K (Stylized)	93039796

KMART	Taiwan	KMART	93039798
KMART	Taiwan	KMART	83056599
	Taiwan	KMART	83055678
	Taiwan	KMART & DESIGN (KAI MA IN CHINESE)	83056598
	Taiwan	KMART & K DESIGN	93039793
	Taiwan	MARIO DE GERARD	077000862
	Taiwan	SEARS	86012366
	Taiwan	SEARS	87043482
	Taiwan	SEARS	690013488
	Taiwan	SEARS	69003689
	Taiwan	SEARS	86006787
	Taiwan	SHOP YOUR WAY	102002926
	Taiwan	SHOP YOUR WAY and Design (new logo)	103032711
	Taiwan	SOHO	8834225

	Taiwan	SOHO	414294
STRUCTURE	Taiwan	STRUCTURE	79/020039
	Taiwan	STRUCTURE	89027192
THOM MCAN	Taiwan	THOM MCAN	7413476
	Thailand	COBBIE	228688
	Thailand	ROEBUCKS	357987
	Thailand	SEARS	308730
STRUCTURE	Thailand	STRUCTURE	269367
Thom McAn	Thailand	THOM MCAN (STYLIZED)	278854
	Trinidad & Tobago	SAFETRAX	32611
	Trinidad & Tobago	SEARS	B11396
	Trinidad & Tobago	SEARS	42012
SEARS HOMETOWN STORE	Trinidad & Tobago	SEARS HOMETOWN STORE	42011
TEXAS STEER	Trinidad & Tobago	TEXAS STEER	32613

THOM MCAN	Trinidad & Tobago	THOM MCAN	32615
COVINGTON	Turkey	COVINGTON	1040197
	Turkey	SEARS	113365
STRUCTURE COVINGTON	Turkey	STRUCTURE	35886
	Ukraine	COVINGTON	1040197
STRUCTURE	Ukraine	SEARS	98051885/T
	Ukraine	STRUCTURE	94083024
STRUCTURE	United Arab Emirates	KMART	15489
	United Arab Emirates	STRUCTURE	8517
	Uruguay	K MART	n/a
STRUCTURE	Uruguay	SEARS	324796
	Uruguay	STRUCTURE	333633
KMART	Venezuela	K MART	1986-001784
	Venezuela	KMART	1515194

	Venezuela	KMART	1994-015147
	Venezuela	SEARS	9240/83
	Vietnam	COBBIE	11148
COVINGTON  KMART	Vietnam	COVINGTON	1040197
	Vietnam	KMART	8492
	Vietnam	KMART (1990 Logo)	8494
	Vietnam	SEARS	263543A
STRUCTURE	Vietnam	STRUCTURE	20922
	Virgin Islands (U.S.)	K MART	8038
	Virgin Islands (U.S.)	KMART and Design (1990 Logo)	n/a
STRUCTURE  STRUCTURE	Virgin Islands (U.S.)	STRUCTURE	n/a
	Virgin Islands (U.S.)	STRUCTURE	n/a
  STRUCTURE	Virgin Islands (U.S.)	THOM MCAN (STYLIZED)	n/a
	West Bank	STRUCTURE	5514

STRUCTURE	West Bank	STRUCTURE	5513
	Grenada	KMART & KEY LOGO	
	Panama	OLYMPIAN	
	Indonesia	STRUCTURE (stylized with design)	
	Canada	WEATHERBEATER	
	Trinidad & Tobago	KMART (1990 LOGO)	
	St. Lucia	KMART (KEY LOGO)	
STRUCTURE	Malaysia	STRUCTURE	

\*- items denoted with an asterisk are assigned solely to the extent of Sellers' right, title or interest therein

Application Date	Registration Number	Registration Date	Owner
03/11/1992	5367	10/04/1994	SEARS BRANDS, L.L.C.
04/15/2011	2512982	07/06/2012	SEARS BRANDS, L.L.C.
04/15/2011	2597520	10/07/2013	SEARS BRANDS, L.L.C.
04/15/2011	2512981	07/06/2012	SEARS BRANDS, L.L.C.
04/15/2011	2512980	07/06/2012	SEARS BRANDS, L.L.C.
01/21/2010	2406374	11/12/2010	SEARS BRANDS, L.L.C.
04/18/1997	2438056	05/03/2011	SEARS BRANDS, L.L.C.
04/18/1997	2438057	05/03/2011	SEARS BRANDS, L.L.C.
04/18/1997	2519523	08/21/2012	SEARS BRANDS, L.L.C.
04/18/1997	2502478	05/07/2012	SEARS BRANDS, L.L.C.
01/16/2013	2643765	04/25/2014	SEARS BRANDS, L.L.C.
01/16/2013	2643766	04/25/2014	SEARS BRANDS, L.L.C.
12/04/1989	14654	03/14/1990	KMART CORPORATION

08/15/1994	16965	09/26/1994	SEARS BRANDS, L.L.C.
04/21/2011	29749	10/03/2011	SEARS BRANDS, L.L.C.
08/15/1994	16967	09/26/1994	SEARS BRANDS, L.L.C.
11/05/1996	18269	01/15/1997	SEARS BRANDS, L.L.C.
06/23/1994	16817	07/11/1994	SEARS BRANDS, L.L.C.
04/10/1979	331313	04/10/1979	KMART CORPORATION
10/27/1988	498369	10/27/1988	KMART CORPORATION
03/13/2001	868989	08/13/2001	SEARS BRANDS, L.L.C.
06/28/2000	840688	01/08/2001	SEARS BRANDS, L.L.C.
12/01/1952	112326	12/01/1952	SEARS BRANDS, L.L.C.
04/21/1958	136638	04/21/1958	SEARS BRANDS, L.L.C.
07/23/1981	363277	07/23/1981	SEARS BRANDS, L.L.C.
05/23/2000	836259	05/23/2000	SEARS BRANDS, L.L.C.
09/04/1998	772253	01/21/2002	SEARS BRANDS, L.L.C.

06/27/1979	334637	06/27/1979	SEARS BRANDS, L.L.C.
01/08/2013	1534600	08/20/2013	SEARS BRANDS, L.L.C.
05/28/1985	427546	05/28/1985	SEARS BRANDS, L.L.C.
05/28/1985	427545	05/28/1985	SEARS BRANDS, L.L.C.
11/20/1978	324240	11/20/1978	SEARS BRANDS, L.L.C.
05/23/2000	836260	04/30/2001	SEARS BRANDS, L.L.C.
01/08/2013	1534591	09/04/2013	SEARS BRANDS, L.L.C.
06/19/2000	839432	06/19/2000	SEARS BRANDS, L.L.C.
09/04/1998	772251	09/04/1998	SEARS BRANDS, L.L.C.
06/10/2014	1627586	02/06/2015	SEARS BRANDS, L.L.C.
05/28/1985	427547	05/28/1985	SEARS BRANDS, L.L.C.
03/30/2001	871193	12/17/2001	SEARS BRANDS, L.L.C.
09/04/1998	772252	04/30/1999	SEARS BRANDS, L.L.C.
05/23/2011	1426754	10/30/2013	SEARS BRANDS, L.L.C.

05/23/2000	836261	04/17/2001	SEARS BRANDS, L.L.C.
10/14/1988	123638	01/25/1989	SEARS BRANDS, L.L.C.
08/17/1990	133342	10/29/1990	KMART CORPORATION
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
10/29/1984	11450	10/29/1984	SEARS BRANDS, L.L.C.
06/18/1992	15340	06/18/1992	KMART CORPORATION
06/18/1992	15341	06/18/1992	KMART CORPORATION
05/20/1960	3316	05/20/1960	SEARS, ROEBUCK AND CO.
08/05/1987	3127	08/05/1987	SEARS BRANDS, L.L.C.
07/22/1960	3357	07/22/1960	SEARS BRANDS, L.L.C.
05/24/1995	17295	10/28/1996	SEARS BRANDS, L.L.C.
07/15/1994	16596	07/15/1994	SEARS BRANDS, L.L.C.
07/28/1993	1197	07/28/1993	SEARS BRANDS, L.L.C.
03/21/1993	37312	03/21/1993	KMART CORPORATION

03/21/1993	37311	03/21/1993	KMART CORPORATION
04/27/1994	40455	04/27/1994	SEARS BRANDS, L.L.C.
10/19/1994	81/7816	09/09/1998	KMART CORPORATION
10/19/1994	81/7819	09/09/1998	KMART CORPORATION
10/19/1994	81/7820	09/09/1998	KMART CORPORATION
10/19/1994	81/7825	09/09/1998	KMART CORPORATION
10/19/1994	81/7821	09/09/1998	KMART CORPORATION
10/19/1994	81/7818	09/09/1998	KMART CORPORATION
10/19/1994	81/7822	09/09/1998	KMART CORPORATION
10/19/1994	81/7823	09/09/1998	KMART CORPORATION
10/19/1994	817828	09/09/1998	SEARS BRANDS, L.L.C.
10/19/1994	81/7827	09/09/1998	SEARS, ROEBUCK AND CO.
12/24/1993	2690	12/24/1993	SEARS BRANDS, L.L.C.
09/09/1988	453259	09/09/1988	SEARS BRANDS, L.L.C.

08/18/1993	536624	08/18/1993	SEARS BRANDS, L.L.C.
08/17/1990	487749	08/17/1990	KMART CORPORATION
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
06/22/1994	552634	06/22/1994	SEARS BRANDS, L.L.C.
02/05/1971	9062	02/05/1971	SEARS BRANDS, L.L.C.
10/13/1993	25464	02/13/1997	SEARS BRANDS, L.L.C.
08/20/2012	51975	05/03/2013	SEARS BRANDS, L.L.C.
01/15/2001	80959-A	10/01/2001	SEARS BRANDS, L.L.C.
01/15/2001	80958-A	10/01/2001	SEARS BRANDS, L.L.C.
09/04/2001	91275-A	01/22/2004	SEARS BRANDS, L.L.C.
01/15/2001	84339A	03/25/1980	SEARS BRANDS, L.L.C.
02/04/2010	124567-C	12/15/2010	SEARS BRANDS, L.L.C.
02/06/1980	82885-A	07/14/1980	SEARS BRANDS, L.L.C.
06/09/1994	C-60662	02/26/1996	SEARS BRANDS, L.L.C.

06/09/1994	C-60663	02/26/1996	SEARS BRANDS, L.L.C.
09/28/2000	BAZ004530	09/28/2000	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
10/16/2009	830424679	10/09/2012	SEARS BRANDS, L.L.C.
03/18/1986	812471032	05/10/1988	SEARS BRANDS, L.L.C.
05/11/1994	817866574	07/02/1996	KMART CORPORATION
12/13/1994	818213752	10/01/1996	KMART CORPORATION
07/14/1983	811234940	10/23/1984	SEARS BRANDS, L.L.C.
10/09/2015			SEARS BRANDS, L.L.C.
10/09/2015			SEARS BRANDS, L.L.C.
10/09/2015			SEARS BRANDS, L.L.C.
10/09/2015			SEARS BRANDS, L.L.C.
10/09/2015			SEARS BRANDS, L.L.C.
10/30/2015			SEARS BRANDS, L.L.C.

10/30/2015			SEARS BRANDS, L.L.C.
10/30/2015			SEARS BRANDS, L.L.C.
01/16/2013	840393261	12/29/2015	SEARS BRANDS, L.L.C.
01/16/2013	840393288	12/29/2015	SEARS BRANDS, L.L.C.
10/06/2009	830413618	11/21/2017	SEARS BRANDS, L.L.C.
12/11/1968	3859223	12/11/1968	SEARS BRANDS, L.L.C.
10/22/2009	830427910	10/09/2012	SEARS BRANDS, L.L.C.
08/31/1992	2241	06/01/1993	SEARS BRANDS, L.L.C.
11/01/1990	19662	12/18/1992	SEARS BRANDS, L.L.C.
04/19/1993	2865	04/23/1993	SEARS BRANDS, L.L.C.
03/09/2011	TMA873032	03/11/2014	SEARS BRANDS, L.L.C.
03/09/2011	TMA873035	03/11/2014	SEARS BRANDS, L.L.C.
05/23/2000	561970	05/14/2002	SEARS BRANDS, L.L.C.
03/16/2004	639520	05/10/2005	SEARS BRANDS, L.L.C.

01/02/2008	TMA 741665	06/09/2009	SEARS BRANDS, L.L.C.
01/02/2008	TMA 741664	06/09/2009	SEARS BRANDS, L.L.C.
01/02/2008	TMA741663	06/09/2009	SEARS BRANDS, L.L.C.
06/14/2007	730126	12/04/2008	SEARS BRANDS, L.L.C.
10/09/2007	730519	12/09/2008	SEARS BRANDS, L.L.C.
06/02/2010	TMA853024	06/11/2013	SEARS BRANDS, L.L.C.
06/16/1987	TMA347774	11/10/1988	KMART CORPORATION
05/10/1993	433706	09/23/1994	SEARS BRANDS, L.L.C.
01/07/1992	409539	03/12/1993	SEARS BRANDS, L.L.C.
09/30/2003	TMA640549	05/26/2005	SEARS BRANDS, L.L.C.
01/19/1977	235816	09/07/1979	SEARS BRANDS, L.L.C.
01/22/2001	606486	03/29/2004	SEARS BRANDS, L.L.C.
10/11/1977	236367	10/05/1979	SEARS BRANDS, L.L.C.
05/18/1999	544506	05/04/2001	SEARS BRANDS, L.L.C.

12/20/2016			SEARS BRANDS, L.L.C.
12/20/2016			SEARS BRANDS, L.L.C.
12/20/2016			SEARS BRANDS, L.L.C.
06/11/2008	747226	09/09/2009	SEARS BRANDS, L.L.C.
03/01/1989	407864	02/12/1993	SEARS BRANDS, L.L.C.
03/01/1989	418403	10/22/1993	SEARS BRANDS, L.L.C.
02/18/2003	607281	04/07/2004	SEARS BRANDS, L.L.C.
06/04/1991	408390	02/19/1993	SEARS BRANDS, L.L.C.
08/14/1984	302634	05/10/1985	SEARS BRANDS, L.L.C.
11/28/1997	538436	12/07/2000	SEARS BRANDS, L.L.C.
08/05/1999	TMA545014	05/14/2001	SEARS BRANDS, L.L.C.
01/19/1996	491793	03/23/1998	SEARS BRANDS, L.L.C.
08/20/2008	797522	05/13/2011	SEARS BRANDS, L.L.C.
06/07/2001	584217	06/23/2003	SEARS BRANDS, L.L.C.

01/11/2010	782659	11/17/2010	SEARS BRANDS, L.L.C.
02/17/2010	799411	06/07/2011	SEARS BRANDS, L.L.C.
02/03/1992	409556	03/12/1993	SEARS BRANDS, L.L.C.
04/12/1994	442881	05/12/1995	SEARS BRANDS, L.L.C.
03/19/2002	600166	01/21/2004	SEARS BRANDS, L.L.C.
06/10/1999	595363	11/20/2003	SEARS BRANDS, L.L.C.
11/21/2001	618520	09/02/2004	SEARS BRANDS, L.L.C.
11/21/2001	618234	08/31/2004	SEARS BRANDS, L.L.C.
04/01/1996	479473	08/04/1997	SEARS BRANDS, L.L.C.
02/01/1991	398089	05/08/1992	SEARS BRANDS, L.L.C.
03/18/1993	TMA428368	06/03/1994	STI MERCHANDISING, INC.
02/04/1981	266514	02/12/1982	SEARS BRANDS, L.L.C.
09/30/2003	640264	05/20/2005	SEARS BRANDS, L.L.C.
09/22/1966	TMA155543	02/16/1968	SEARS BRANDS, L.L.C.

01/08/2010	782661	11/17/2010	SEARS BRANDS, L.L.C.
03/26/2010	TMA831916	09/13/2012	SEARS BRANDS, L.L.C.
01/11/2010	TMA842327	02/05/2013	SEARS BRANDS, L.L.C.
01/11/2010	TMA842272	02/05/2013	SEARS BRANDS, L.L.C.
02/02/1979	253558	12/05/1980	SEARS BRANDS, L.L.C.
08/20/2002	607210	04/07/2004	SEARS BRANDS, L.L.C.
08/08/1997	511359	04/29/1999	SEARS BRANDS, L.L.C.
08/08/1997	512861	07/15/1999	SEARS BRANDS, L.L.C.
01/30/2001	664336	05/16/2006	SEARS BRANDS, L.L.C.
11/02/1999	TMA587532	08/20/2003	SEARS BRANDS, L.L.C.
11/02/1999	TMA545837	05/30/2001	SEARS BRANDS, L.L.C.
12/07/2016			SEARS BRANDS, L.L.C.
12/07/2016			SEARS BRANDS, L.L.C.
03/05/2010	TMA802236	07/15/2011	SEARS BRANDS, L.L.C.

08/20/2002	606991	04/05/2004	SEARS BRANDS, L.L.C.
10/20/1952	45377	10/20/1952	SEARS BRANDS, L.L.C.
05/10/2002	TMA659194	02/16/2006	SEARS BRANDS, L.L.C.
01/20/1998	502276	10/15/1998	SEARS BRANDS, L.L.C.
01/20/1998	502305	10/15/1998	SEARS BRANDS, L.L.C.
01/20/1998	508223	02/22/1999	SEARS BRANDS, L.L.C.
01/20/1998	502873	10/26/1998	SEARS BRANDS, L.L.C.
07/25/1979	244316	05/02/1980	SEARS BRANDS, L.L.C.
06/18/1996	479051	07/25/1997	SEARS BRANDS, L.L.C.
05/04/2004	634544	03/07/2005	SEARS BRANDS, L.L.C.
10/02/1998	527250	05/02/2000	SEARS BRANDS, L.L.C.
03/22/1995	467480	12/11/1996	SEARS BRANDS, L.L.C.
02/10/1997	533301	09/25/2000	SEARS BRANDS, L.L.C.
05/02/1997	TMA499080	08/24/1998	SEARS BRANDS, L.L.C.

05/02/1997	TMA498989	08/24/1998	SEARS BRANDS, L.L.C.
08/12/1982	285893	12/16/1983	SEARS BRANDS, L.L.C.
07/14/1989	398146	05/15/1992	SEARS BRANDS, L.L.C.
05/13/2003	614647	07/12/2004	SEARS BRANDS, L.L.C.
03/22/1995	456102	03/22/1996	SEARS BRANDS, L.L.C.
10/12/2007	TMA822375	04/18/2012	SEARS BRANDS, L.L.C.
08/20/2008	797523	05/13/2011	SEARS BRANDS, L.L.C.
02/24/1993	429988	07/01/1994	SEARS BRANDS, L.L.C.
02/24/1993	429989	07/01/1994	SEARS BRANDS, L.L.C.
03/17/1971	TMA182308	04/07/1972	SEARS BRANDS, L.L.C.
08/12/1982	285892	12/16/1983	SEARS BRANDS, L.L.C.
11/01/1996	489877	02/13/1998	SEARS BRANDS, L.L.C.
02/24/2009	767394	05/19/2010	SEARS BRANDS, L.L.C.
10/29/1992	431035	07/29/1994	SEARS BRANDS, L.L.C.

01/06/1992	424938	03/11/1994	SEARS BRANDS, L.L.C.
06/17/1998	531048	08/11/2000	SEARS BRANDS, L.L.C.
03/16/2007	719896	07/30/2008	SEARS BRANDS, L.L.C.
09/13/2001	621673	10/05/2004	SEARS BRANDS, L.L.C.
09/30/1994	454897	03/01/1996	SEARS BRANDS, L.L.C.
08/13/1998	549344	08/06/2001	SEARS BRANDS, L.L.C.
05/16/2008	751207	10/27/2009	SEARS BRANDS, L.L.C.
11/30/2009	781059	10/28/2010	SEARS BRANDS, L.L.C.
10/21/2002	606906	04/02/2004	SEARS BRANDS, L.L.C.
01/24/1989	390772	11/29/1991	SEARS BRANDS, L.L.C.
06/11/2008	746266	08/26/2009	SEARS BRANDS, L.L.C.
06/17/1957	TMA109125	01/17/1958	SEARS BRANDS, L.L.C.
03/17/1956	TMA106021	03/08/1957	SEARS BRANDS, L.L.C.
07/21/2005	664613	05/18/2006	SEARS BRANDS, L.L.C.

11/22/1979	254014	12/19/1980	SEARS BRANDS, L.L.C.
06/24/1998	522936	02/11/2000	SEARS BRANDS, L.L.C.
08/05/1947	27884	08/05/1947	GGP/HOMART, INC.
01/12/2010	782712	11/17/2010	SEARS BRANDS, L.L.C.
04/23/2007	708082	02/22/2008	SEARS BRANDS, L.L.C.
07/14/1983	306220	08/23/1985	SEARS BRANDS, L.L.C.
05/04/1995	465859	11/06/1996	SEARS BRANDS, L.L.C.
07/18/1995	469536	01/23/1997	SEARS BRANDS, L.L.C.
05/27/1986	346108	10/07/1988	KMART CORPORATION
08/16/2004	TMA695625	09/05/2007	STI MERCHANDISING, INC.
08/16/2004	695626	09/05/2007	STI MERCHANDISING, INC.
03/11/1965	142039	09/24/1965	STI MERCHANDISING, INC.
01/04/1991	404525	11/06/1992	STI MERCHANDISING, INC.
09/20/1991	413398	06/11/1993	STI MERCHANDISING, INC.

03/11/1965	153151	09/15/1967	STI MERCHANDISING, INC.
12/05/1991	409519	03/12/1993	SEARS BRANDS, L.L.C.
02/17/1992	425575	03/25/1994	STI MERCHANDISING, INC.
04/29/1991	440725	03/24/1995	STI MERCHANDISING, INC.
02/17/1992	419190	11/05/1993	STI MERCHANDISING, INC.
10/23/1992	425360	03/18/1994	STI MERCHANDISING, INC.
12/15/1999	577926	03/21/2003	SEARS BRANDS, L.L.C.
12/07/1993	437002	12/09/1994	SEARS BRANDS, L.L.C.
12/22/2000	577820	03/20/2003	SEARS BRANDS, L.L.C.
04/15/2009	767540	05/20/2010	SEARS BRANDS, L.L.C.
11/19/2002	607183	04/07/2004	SEARS BRANDS, L.L.C.
06/04/1991	408011	02/12/1993	SEARS BRANDS, L.L.C.
04/06/1978	241765	03/21/1980	SEARS BRANDS, L.L.C.
09/01/1994	451256	12/01/1995	SEARS BRANDS, L.L.C.

10/02/1998	523230	02/16/2000	SEARS BRANDS, L.L.C.
08/03/1976	229253	07/28/1978	SEARS BRANDS, L.L.C.
08/30/1991	433311	09/16/1994	SEARS BRANDS, L.L.C.
12/21/2000	608096	04/20/2004	SEARS BRANDS, L.L.C.
11/02/1982	282491	08/19/1983	SEARS BRANDS, L.L.C.
10/25/1999	546456	06/12/2001	SEARS BRANDS, L.L.C.
03/29/1999	539641	01/15/2001	SEARS BRANDS, L.L.C.
04/23/1999	539857	01/17/2001	SEARS BRANDS, L.L.C.
05/01/1980	259394	05/29/1981	SEARS BRANDS, L.L.C.
05/21/2003	622397	10/13/2004	SEARS BRANDS, L.L.C.
04/20/1993	433108	09/09/1994	SEARS BRANDS, L.L.C.
07/09/1980	254732	01/09/1981	SEARS BRANDS, L.L.C.
08/30/1991	417562	10/01/1993	SEARS BRANDS, L.L.C.
12/21/2000	606455	03/29/2004	SEARS BRANDS, L.L.C.

10/22/1997	TMA563036	06/05/2002	SEARS BRANDS, L.L.C.
09/30/1994	484165	10/17/1997	SEARS BRANDS, L.L.C.
03/15/1996	470844	02/12/1997	SEARS BRANDS, L.L.C.
01/11/2010	TMA840600	01/18/2013	SEARS BRANDS, L.L.C.
08/08/1978	254269	12/24/1980	SEARS BRANDS, L.L.C.
01/24/2001	602243	02/16/2004	SEARS BRANDS, L.L.C.
08/29/1986	352515	03/03/1989	SEARS BRANDS, L.L.C.
04/01/2009	767973	05/27/2010	SEARS BRANDS, L.L.C.
11/01/2000	595398	11/21/2003	SEARS BRANDS, L.L.C.
08/11/2004	649697	10/05/2005	SEARS BRANDS, L.L.C.
09/29/2004	645719	08/16/2005	SEARS BRANDS, L.L.C.
01/11/2010	782713	11/17/2010	SEARS BRANDS, L.L.C.
01/11/2010	782715	11/17/2010	SEARS BRANDS, L.L.C.
01/12/2010	782710	11/17/2010	SEARS BRANDS, L.L.C.

01/12/2010	782709	11/17/2010	SEARS BRANDS, L.L.C.
01/13/2010	782707	11/17/2010	SEARS BRANDS, L.L.C.
04/20/2007	706946	02/08/2008	SEARS BRANDS, L.L.C.
03/22/1995	462620	08/30/1996	SEARS BRANDS, L.L.C.
ISSUED	697497	01/23/1992	SEARS BRANDS, L.L.C.
ISSUED	697500	01/23/1992	SEARS BRANDS, L.L.C.
11/25/1997	532287	09/07/2000	SEARS BRANDS, L.L.C.
03/16/2007	708104	02/22/2008	SEARS BRANDS, L.L.C.
03/06/2003	615729	07/26/2004	SEARS BRANDS, L.L.C.
12/20/2011	TMA853207	06/12/2013	SEARS BRANDS, L.L.C.
10/31/1975	TMA215679	08/27/1976	SEARS BRANDS, L.L.C.
11/23/2001	606937	04/02/2004	SEARS BRANDS, L.L.C.
05/13/1980	262256	09/04/1981	SEARS BRANDS, L.L.C.
03/13/1980	250307	09/12/1980	SEARS BRANDS, L.L.C.

11/25/1977	TMA243658	04/18/1980	STI MERCHANDISING, INC.
02/19/1992	409249	03/05/1993	SEARS BRANDS, L.L.C.
05/24/2001	608521	04/26/2004	SEARS BRANDS, L.L.C.
02/22/1988	366768	03/16/1990	SEARS BRANDS, L.L.C.
11/15/1990	429302	06/24/1994	SEARS BRANDS, L.L.C.
02/24/1992	416030	08/27/1993	SEARS BRANDS, L.L.C.
06/19/1989	395780	03/20/1992	SEARS BRANDS, L.L.C.
07/06/1994	444167	06/16/1995	SEARS BRANDS, L.L.C.
03/09/1993	423143	02/04/1994	SEARS BRANDS, L.L.C.
12/13/1983	304115	06/28/1985	SEARS BRANDS, L.L.C.
11/17/1989	390462	11/22/1991	SEARS BRANDS, L.L.C.
11/21/1994	454374	02/16/1996	SEARS BRANDS, L.L.C.
10/05/1981	320300	11/07/1986	SEARS BRANDS, L.L.C.
03/13/1974	419045	11/05/1993	SEARS BRANDS, L.L.C.

08/10/1990	406731	01/08/1993	SEARS BRANDS, L.L.C.
07/05/1996	489566	02/10/1998	SEARS BRANDS, L.L.C.
12/03/1998	523013	02/14/2000	SEARS BRANDS, L.L.C.
11/22/2016	TMA996101	05/07/2018	SEARS BRANDS, L.L.C.
04/19/1999	538454	12/07/2000	SEARS BRANDS, L.L.C.
01/18/2008	740924	05/28/2009	SEARS BRANDS, L.L.C.
01/24/1985	TMA329344	06/26/1987	SEARS BRANDS, L.L.C.
05/22/2002	612209	06/07/2004	SEARS BRANDS, L.L.C.
04/06/2017			SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
05/22/2001	590672	09/24/2003	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
07/29/2004	647642	09/08/2005	SEARS BRANDS, L.L.C.
07/25/2001	619322	09/13/2004	SEARS BRANDS, L.L.C.

09/28/2016			SEARS BRANDS, L.L.C.
11/15/1973	351165	02/10/1989	SEARS BRANDS, L.L.C.
12/03/1996	484196	10/17/1997	SEARS BRANDS, L.L.C.
02/19/1992	416026	08/27/1993	SEARS BRANDS, L.L.C.
11/12/1991	424092	03/04/1994	SEARS BRANDS, L.L.C.
02/18/2003	607280	04/07/2004	SEARS BRANDS, L.L.C.
04/04/1977	346003	10/07/1988	SEARS BRANDS, L.L.C.
04/04/1977	346004	10/07/1988	SEARS BRANDS, L.L.C.
08/11/2004	642987	06/27/2005	SEARS BRANDS, L.L.C.
09/29/2004	679131	01/09/2007	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
04/01/1996	480689	08/15/1997	SEARS BRANDS, L.L.C.
10/29/1999	547033	06/21/2001	SEARS BRANDS, L.L.C.
02/01/1991	403252	10/02/1992	SEARS BRANDS, L.L.C.

05/18/1999	553832	11/15/2001	SEARS BRANDS, L.L.C.
10/08/1997	505250	12/08/1998	SEARS BRANDS, L.L.C.
02/10/1997	529328	06/16/2000	SEARS BRANDS, L.L.C.
12/03/2008	783876	12/01/2010	SEARS BRANDS, L.L.C.
07/28/2003	634801	03/09/2005	SEARS BRANDS, L.L.C.
12/21/2007	740193	05/14/2009	SEARS BRANDS, L.L.C.
06/01/1998	521304	01/12/2000	SEARS BRANDS, L.L.C.
12/21/2007	740029	05/13/2009	SEARS BRANDS, L.L.C.
06/01/1998	521267	01/11/2000	SEARS BRANDS, L.L.C.
12/19/1983	304882	07/19/1985	SEARS BRANDS, L.L.C.
04/29/1998	522533	01/31/2000	SEARS BRANDS, L.L.C.
07/19/1994	459976	07/05/1996	SEARS BRANDS, L.L.C.
05/19/1994	460694	08/02/1996	SEARS BRANDS, L.L.C.
05/19/1994	460693	08/02/1996	SEARS BRANDS, L.L.C.

10/30/2001	618951	09/08/2004	SEARS BRANDS, L.L.C.
10/30/2001	619302	09/13/2004	SEARS BRANDS, L.L.C.
07/06/2001	595467	11/21/2003	SEARS BRANDS, L.L.C.
07/06/2001	621576	10/04/2004	SEARS BRANDS, L.L.C.
01/23/1992	411539	04/23/1993	SEARS BRANDS, L.L.C.
01/23/1992	411540	04/23/1993	SEARS BRANDS, L.L.C.
01/08/2003	607140	04/06/2004	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
06/14/2007	730125	12/04/2008	SEARS BRANDS, L.L.C.
10/09/2007	730517	12/09/2008	SEARS BRANDS, L.L.C.
03/15/1994	454618	02/23/1996	SEARS BRANDS, L.L.C.
11/28/1997	551400	09/24/2001	SEARS BRANDS, L.L.C.
08/05/1999	551428	09/24/2001	SEARS BRANDS, L.L.C.
06/18/2002	607316	04/08/2004	SEARS BRANDS, L.L.C.

10/21/2002	606907	04/02/2004	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
10/08/1997	505142	12/07/1998	SEARS BRANDS, L.L.C.
06/10/1999	587350	08/19/2003	SEARS BRANDS, L.L.C.
02/03/1986	391065	12/06/1991	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
11/01/1996	489920	02/13/1998	SEARS BRANDS, L.L.C.
06/07/2001	590596	09/23/2003	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
10/06/1998	542101	03/08/2001	SEARS BRANDS, L.L.C.
08/11/2004	645726	08/16/2005	SEARS BRANDS, L.L.C.
09/29/2004	646221	08/19/2005	SEARS BRANDS, L.L.C.
04/12/1995	469209	01/21/1997	SEARS BRANDS, L.L.C.
07/18/1995	472070	03/05/1997	SEARS BRANDS, L.L.C.

07/06/2001	595354	11/20/2003	SEARS BRANDS, L.L.C.
07/06/2001	619321	09/13/2004	SEARS BRANDS, L.L.C.
09/09/1998	525034	03/15/2000	SEARS BRANDS, L.L.C.
04/19/1999	534577	10/13/2000	SEARS BRANDS, L.L.C.
09/09/1998	525409	03/21/2000	SEARS BRANDS, L.L.C.
12/08/1993	456215	03/29/1996	SEARS BRANDS, L.L.C.
03/04/2002	608769	04/28/2004	SEARS BRANDS, L.L.C.
05/21/2003	619091	09/10/2004	SEARS BRANDS, L.L.C.
10/21/2002	592132	10/10/2003	SEARS BRANDS, L.L.C.
08/11/2004	642438	06/20/2005	SEARS BRANDS, L.L.C.
09/29/2004	677480	11/22/2006	SEARS BRANDS, L.L.C.
08/12/1992	425004	03/11/1994	SEARS BRANDS, L.L.C.
10/06/1998	517818	10/13/1999	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.

11/19/2002	607181	04/07/2004	SEARS BRANDS, L.L.C.
11/25/1997	532213	09/06/2000	SEARS BRANDS, L.L.C.
10/29/1999	548015	07/12/2001	SEARS BRANDS, L.L.C.
03/10/1998	540775	02/05/2001	SEARS BRANDS, L.L.C.
11/21/2001	591785	10/07/2003	SEARS BRANDS, L.L.C.
10/01/1999	547865	07/09/2001	SEARS BRANDS, L.L.C.
10/29/1999	548016	07/12/2001	SEARS BRANDS, L.L.C.
10/21/2002	587318	08/18/2003	SEARS BRANDS, L.L.C.
06/18/2002	607487	04/13/2004	SEARS BRANDS, L.L.C.
10/12/2007	730521	12/09/2008	SEARS BRANDS, L.L.C.
08/16/1977	227608	05/05/1978	SEARS BRANDS, L.L.C.
06/21/2001	590806	09/25/2003	SEARS BRANDS, L.L.C.
06/07/2001	595182	11/19/2003	SEARS BRANDS, L.L.C.
02/08/1995	455088	03/08/1996	SEARS BRANDS, L.L.C.

09/12/2018			SEARS BRANDS, L.L.C.
09/06/1978	246310	06/06/1980	SEARS BRANDS, L.L.C.
05/10/1993	434015	09/30/1994	SEARS BRANDS, L.L.C.
03/01/1978	252029	11/04/1980	SEARS BRANDS, L.L.C.
05/21/1953	UCA45597	05/21/1953	SEARS BRANDS, L.L.C.
12/11/2002	619355	09/14/2004	SEARS BRANDS, L.L.C.
03/03/2009	793962	03/28/2011	SEARS BRANDS, L.L.C.
02/28/1989	371257	07/27/1990	SEARS BRANDS, L.L.C.
03/16/2007	708134	02/22/2008	SEARS BRANDS, L.L.C.
08/05/1987	351285	02/10/1989	SEARS BRANDS, L.L.C.
03/06/2003	622755	10/19/2004	SEARS BRANDS, L.L.C.
08/11/1998	541627	02/27/2001	SEARS BRANDS, L.L.C.
04/19/1999	538456	12/07/2000	SEARS BRANDS, L.L.C.
09/09/1998	525410	03/21/2000	SEARS BRANDS, L.L.C.

09/09/1998	526174	03/30/2000	SEARS BRANDS, L.L.C.
07/21/2005	664611	05/18/2006	SEARS BRANDS, L.L.C.
08/05/1981	268026	04/08/1982	SEARS BRANDS, L.L.C.
05/21/1998	523213	02/16/2000	SEARS BRANDS, L.L.C.
01/31/1980	254189	12/24/1980	SEARS BRANDS, L.L.C.
02/22/1989	379147	02/01/1991	SEARS BRANDS, L.L.C.
02/14/2001	674089	10/03/2006	SEARS BRANDS, L.L.C.
04/06/1978	241764	03/21/1980	SEARS BRANDS, L.L.C.
06/06/1994	457795	05/24/1996	SEARS BRANDS, L.L.C.
03/30/1978	232713	04/12/1979	SEARS BRANDS, L.L.C.
01/19/1977	229082	07/14/1978	SEARS BRANDS, L.L.C.
09/16/2016			SEARS BRANDS, L.L.C.
07/14/1999	623117	10/21/2004	SEARS BRANDS, L.L.C.
03/12/1980	253658	12/05/1980	SEARS BRANDS, L.L.C.

11/22/1979	258020	04/24/1981	SEARS BRANDS, L.L.C.
05/21/2003	730515	12/09/2008	SEARS BRANDS, L.L.C.
12/21/2007	740083	05/13/2009	SEARS BRANDS, L.L.C.
05/09/1979	248650	07/25/1980	SEARS BRANDS, L.L.C.
03/19/2003	610063	05/11/2004	SEARS BRANDS, L.L.C.
06/07/2001	595153	11/19/2003	SEARS BRANDS, L.L.C.
10/21/2002	592131	10/10/2003	SEARS BRANDS, L.L.C.
05/21/2003	619056	09/09/2004	SEARS BRANDS, L.L.C.
02/12/1974	224623	12/09/1977	SEARS BRANDS, L.L.C.
04/12/1994	442882	05/12/1995	SEARS BRANDS, L.L.C.
03/19/2002	598940	01/09/2004	SEARS BRANDS, L.L.C.
05/26/2014			SEARS BRANDS, L.L.C.
01/15/1998	509778	03/22/1999	SEARS BRANDS, L.L.C.
ISSUED	485357	04/06/1982	SEARS BRANDS, L.L.C.

12/22/1993	448571	10/06/1995	SEARS BRANDS, L.L.C.
03/31/2000	582493	05/27/2003	SEARS BRANDS, L.L.C.
02/16/2007	705724	01/25/2008	SEARS BRANDS, L.L.C.
09/08/2008	TMA820603	03/23/2012	SEARS BRANDS, L.L.C.
10/25/1999	546988	06/21/2001	SEARS BRANDS, L.L.C.
12/21/2007	740028	05/13/2009	SEARS BRANDS, L.L.C.
10/01/1993	451066	12/01/1995	SEARS BRANDS, L.L.C.
08/18/1992	TMA418342	10/15/1993	STI MERCHANDISING, INC.
12/20/2000	927237	09/28/2001	SEARS BRANDS, L.L.C.
11/23/1994	817899	12/18/1997	SEARS BRANDS, L.L.C.
11/23/1994	824988	11/04/1997	SEARS BRANDS, L.L.C.
11/23/1994	814508	11/04/1997	SEARS BRANDS, L.L.C.
11/23/1994	817898	12/18/1997	SEARS BRANDS, L.L.C.
11/23/1994	814507	11/04/2007	SEARS BRANDS, L.L.C.

11/23/1994	825091	01/21/1998	SEARS BRANDS, L.L.C.
06/18/2008	841638	02/17/2009	SEARS BRANDS, L.L.C.
06/14/2011	636.588	06/14/2011	SEARS BRANDS, L.L.C.
09/13/1994	848549	11/10/1998	SEARS BRANDS, L.L.C.
09/13/1994	937988	11/26/2001	SEARS BRANDS, L.L.C.
01/04/2013	11987659	06/21/2014	SEARS BRANDS, L.L.C.
01/04/2013	11987658	11/14/2017	SEARS BRANDS, L.L.C.
06/20/1991	598198	06/10/1992	SEARS BRANDS, L.L.C.
08/27/1992	659719	09/28/1993	SEARS BRANDS, L.L.C.
08/21/2003	3682844	04/14/2006	SEARS BRANDS, L.L.C.
05/18/2010			SEARS BRANDS, L.L.C.
09/01/2004	4248712	12/21/2007	SEARS BRANDS, L.L.C.
09/01/2004	4248710	04/28/2008	SEARS BRANDS, L.L.C.
09/01/2004	4248711	10/07/2008	SEARS BRANDS, L.L.C.

12/30/1993	766745	09/14/1995	SEARS BRANDS, L.L.C.
12/11/1993	1065000	07/28/1997	SEARS BRANDS, L.L.C.
09/01/2004	4248708	10/07/2008	SEARS BRANDS, L.L.C.
04/07/2017	23444553	03/21/2018	SEARS BRANDS, L.L.C.
09/01/2004	4248714	10/07/2008	SEARS BRANDS, L.L.C.
09/01/2004	4248715	12/21/2007	SEARS BRANDS, L.L.C.
09/01/2004	4248709	08/28/2007	SEARS BRANDS, L.L.C.
09/01/2004	4248707	02/07/2008	SEARS BRANDS, L.L.C.
09/01/2004	4248713	04/28/2008	SEARS BRANDS, L.L.C.
12/05/2011	10267766	08/14/2014	SEARS BRANDS, L.L.C.
02/10/2014	14006761	10/28/2015	SEARS BRANDS, L.L.C.
02/10/2014	14006762	09/21/2016	SEARS BRANDS, L.L.C.
02/10/2014	14006763	02/28/2016	SEARS BRANDS, L.L.C.
02/10/2014	14006764	08/21/2016	SEARS BRANDS, L.L.C.

02/10/2014	14006758	10/28/2015	SEARS BRANDS, L.L.C.
02/10/2014	14006759	06/07/2015	SEARS BRANDS, L.L.C.
02/10/2014	14006760	02/28/2016	SEARS BRANDS, L.L.C.
12/05/2011	10268152	10/14/2015	SEARS BRANDS, L.L.C.
12/05/2011	10268155	04/07/2014	SEARS BRANDS, L.L.C.
12/20/2002	3412026	11/14/2004	SEARS BRANDS, L.L.C.
07/13/2017	25300544	07/14/2018	SEARS BRANDS, L.L.C.
02/20/1979	138316	07/05/1980	SEARS BRANDS, L.L.C.
02/09/2017	22780333	02/21/2018	SEARS BRANDS, L.L.C.
	138315	07/05/1980	SEARS BRANDS, L.L.C.
07/03/2014	14648785	02/21/2016	SEARS BRANDS, L.L.C.
10/20/2017			SEARS BRANDS, L.L.C.
06/11/1990	555868	06/20/1991	SEARS BRANDS, L.L.C.
03/21/2000	1557252	04/21/2001	SEARS BRANDS, L.L.C.

10/20/1997	1280743	06/07/1999	SEARS BRANDS, L.L.C.
05/08/2004	4051084	11/07/2007	SEARS BRANDS, L.L.C.
11/19/2007	6387456	05/14/2010	SEARS BRANDS, L.L.C.
10/17/2014	15529051	12/07/2015	SEARS BRANDS, L.L.C.
10/13/2009	400302	04/13/2010	SEARS BRANDS, L.L.C.
04/09/2001	270945	06/26/2003	SEARS BRANDS, L.L.C.
12/29/1994	181671	06/29/1995	SEARS BRANDS, L.L.C.
12/29/1994	248717	02/28/2002	SEARS BRANDS, L.L.C.
10/21/1986	96850	02/14/1987	SEARS BRANDS, L.L.C.
11/06/1991	143314	10/25/1993	SEARS BRANDS, L.L.C.
11/06/1991	143315	10/25/1993	SEARS BRANDS, L.L.C.
11/06/1991	143323	10/25/1993	SEARS BRANDS, L.L.C.
04/06/1984	3693	05/28/1986	SEARS BRANDS, L.L.C.
09/26/1984	3692	05/28/1986	SEARS BRANDS, L.L.C.

06/16/1972	216	10/20/1972	SEARS BRANDS, L.L.C.
05/07/1996	242760	08/23/2001	SEARS BRANDS, L.L.C.
	235149	02/05/2001	SEARS BRANDS, L.L.C.
07/27/2004	294977	02/23/2005	SEARS BRANDS, L.L.C.
04/24/2001	2203347	06/11/2002	SEARS BRANDS, L.L.C.
04/01/1996	17707	04/01/1996	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
09/21/2009	8562829	03/16/2010	SEARS BRANDS, L.L.C.
10/06/2000	1890227	10/06/2000	SEARS BRANDS, L.L.C.
08/09/2004	3975737	03/27/2008	SEARS BRANDS, L.L.C.
04/01/1996	235556	12/11/1998	KMART CORPORATION
08/09/2004	3975497	11/04/2005	SEARS BRANDS, L.L.C.
12/03/2008	7433981	01/26/2011	SEARS BRANDS, L.L.C.
09/05/2008	7216518	05/22/2009	SEARS BRANDS, L.L.C.

10/21/2003	3406279	04/11/2008	SEARS BRANDS, L.L.C.
08/27/1998	917369	09/27/2000	SEARS BRANDS, L.L.C.
06/01/2000	1685395	03/20/2002	SEARS, ROEBUCK AND CO.
09/05/2008	7216575	05/21/2009	SEARS BRANDS, L.L.C.
10/20/2009	1017889	10/20/2009	SEARS BRANDS, L.L.C.
05/26/2014	012907465	10/17/2014	SEARS BRANDS, L.L.C.
10/26/2001	134464	08/16/2002	SEARS BRANDS, L.L.C.
10/26/2001	134469	08/16/2002	SEARS BRANDS, L.L.C.
10/26/2001	135214	09/17/2002	SEARS BRANDS, L.L.C.
01/26/1979	59512	10/13/1981	SEARS BRANDS, L.L.C.
04/14/2011	214683	12/14/2011	SEARS BRANDS, L.L.C.
08/23/1990	77042	09/10/1991	SEARS BRANDS, L.L.C.
09/14/1994	87324	06/10/1994	SEARS BRANDS, L.L.C.
09/30/2002	149936	10/08/2004	SEARS BRANDS, L.L.C.

10/26/2001	134561	08/20/2002	SEARS BRANDS, L.L.C.
10/26/2001	135215	09/17/2002	SEARS BRANDS, L.L.C.
10/26/2001	134434	08/16/2002	SEARS BRANDS, L.L.C.
05/18/1988	46773	10/22/1988	SEARS BRANDS, L.L.C.
04/17/1988	54573	10/17/1988	SEARS BRANDS, L.L.C.
05/18/1988	46771	10/22/1988	SEARS BRANDS, L.L.C.
05/18/1988	46673	10/03/1988	SEARS BRANDS, L.L.C.
05/18/1988	46764	10/19/1988	SEARS BRANDS, L.L.C.
05/13/1988	46671	10/03/1988	SEARS BRANDS, L.L.C.
10/26/2001	134558	08/20/2002	SEARS BRANDS, L.L.C.
07/31/2002	140152	08/19/2003	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
05/07/1998	Z980551	11/11/1998	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.

10/31/1990	Z934064	10/31/1990	SEARS BRANDS, L.L.C.
12/20/1994	122048	06/22/1995	SEARS BRANDS, L.L.C.
12/23/1994	122057	06/22/1995	SEARS BRANDS, L.L.C.
10/27/2000	58229	10/27/2000	SEARS BRANDS, L.L.C.
10/27/2000	58230	10/27/2000	SEARS BRANDS, L.L.C.
09/26/2000	236976	09/20/2001	SEARS BRANDS, L.L.C.
04/29/1998	219788 CR	08/23/1999	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
12/20/1990	169848	12/20/1990	SEARS BRANDS, L.L.C.
09/09/1988	2204/1990	04/06/1990	SEARS BRANDS, L.L.C.
11/29/1976	VR1978 03242	10/06/1978	SEARS BRANDS, L.L.C.
08/16/1990	VR199105092	08/16/1991	SEARS BRANDS, L.L.C.
11/06/2000	VR 2001 03089	07/19/2001	SEARS BRANDS, L.L.C.
06/05/2003	137031	08/30/2003	SEARS BRANDS, L.L.C.

07/24/1978	27751	07/24/1978	SEARS BRANDS, L.L.C.
	76825	03/15/1995	SEARS BRANDS, L.L.C.
	76900	03/15/1995	KMART CORPORATION
	76809	03/15/1995	SEARS BRANDS, L.L.C.
	76934	03/15/1995	KMART CORPORATION
01/29/2002	129505	04/30/2002	SEARS BRANDS, L.L.C.
	18438	03/13/1970	SEARS BRANDS, L.L.C.
	1070	06/15/1971	SEARS BRANDS, L.L.C.
	18441	03/16/1970	SEARS BRANDS, L.L.C.
07/08/2011	190553	10/18/2011	SEARS BRANDS, L.L.C.
06/05/2003	137033	08/30/2003	SEARS BRANDS, L.L.C.
04/29/1998	2663	12/23/1999	SEARS BRANDS, L.L.C.
11/10/2006	200807	08/13/2007	SEARS BRANDS, L.L.C.
07/31/1986	612-87	11/26/1987	SEARS BRANDS, L.L.C.

04/29/1998	2664	12/23/1999	SEARS BRANDS, L.L.C.
07/13/1966	3	03/27/1967	SEARS, ROEBUCK AND CO.
11/04/1966	2908	08/03/1982	SEARS BRANDS, L.L.C.
01/25/2010	1893-11	01/25/2010	SEARS BRANDS, L.L.C.
11/04/1966	2907	01/28/1983	SEARS, ROEBUCK AND CO.
06/17/1994	1086/95	11/30/1995	SEARS BRANDS, L.L.C.
01/08/1997	5747-98	10/06/1998	SEARS, ROEBUCK AND CO.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
07/24/1980	57757	07/24/1980	SEARS BRANDS, L.L.C.
07/24/1980	57768	07/24/1980	SEARS BRANDS, L.L.C.
07/24/1980	57761	04/14/1988	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
08/19/2000	135454	07/15/2007	SEARS BRANDS, L.L.C.
03/20/1999	122475	03/20/1999	SEARS, ROEBUCK AND CO.

08/10/2001	81Book184	06/07/2004	SEARS BRANDS, L.L.C.
08/10/2001	234Book181	01/22/2004	SEARS BRANDS, L.L.C.
08/10/2001	221Book181	01/21/2004	SEARS BRANDS, L.L.C.
08/08/2001	80Book184	06/07/2004	SEARS BRANDS, L.L.C.
06/14/2010	24Book169	06/01/2011	SEARS BRANDS, L.L.C.
12/15/1994	10Book38	10/22/1996	SEARS BRANDS, L.L.C.
04/27/1993	44Book8	07/13/2000	KMART CORPORATION
11/08/1993	16Book6	08/31/1998	KMART CORPORATION
08/08/2001	107Book182	02/23/2004	SEARS BRANDS, L.L.C.
08/08/2001	135Book182	02/26/2004	SEARS BRANDS, L.L.C.
08/08/2001	23Book183	03/25/2004	SEARS BRANDS, L.L.C.
02/03/1997	170Book73	03/25/1998	SEARS BRANDS, L.L.C.
02/07/1986	162Book115	05/16/1988	SEARS BRANDS, L.L.C.
12/01/1980	230Book90	10/20/1981	SEARS BRANDS, L.L.C.

09/09/2009	37Book150	05/13/2010	SEARS BRANDS, L.L.C.
05/03/1994	188Book75	04/27/1998	Structureco, Inc. (Record Owner); Sears Brands, L.L.C. (Legal Owner)
05/03/1994	187Book75	04/27/1998	Structureco, Inc. (Record Owner); Sears Brands, L.L.C. (Legal Owner)
05/03/1994	185Book75	04/27/1998	Structureco, Inc. (Record Owner); Sears Brands, L.L.C. (Legal Owner)
05/03/1994	186Book75	04/27/1998	Structureco, Inc. (Record Owner); Sears Brands, L.L.C. (Legal Owner)
07/20/2004	100Book37	04/18/2005	SEARS BRANDS, L.L.C.
06/24/1982	97Book94	06/24/1982	SEARS BRANDS, L.L.C.
05/19/1998	30504	03/27/2000	SEARS BRANDS, L.L.C.
05/05/1981	88274	03/05/1984	SEARS BRANDS, L.L.C.
10/13/2000	225170	09/30/2002	SEARS BRANDS, L.L.C.
11/10/2006	96652167	11/10/2006	SEARS BRANDS, L.L.C.
01/13/2003	33203778	01/13/2003	SEARS BRANDS, L.L.C.
05/02/1983	1234789	10/14/1983	SEARS BRANDS, L.L.C.
09/25/1990	1728755	09/25/1990	KMART CORPORATION

03/30/1966	1342550	02/13/1986	SEARS BRANDS, L.L.C.
10/10/1988	1493043	10/10/1988	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
06/24/1991	1673013	06/24/1991	SEARS BRANDS, L.L.C.
11/10/2006	96652167	11/10/2006	SEARS BRANDS, L.L.C.
03/30/1966	1342550	02/13/1986	SEARS BRANDS, L.L.C.
07/21/1997	4892	06/03/1998	SEARS BRANDS, L.L.C.
07/21/1997	4893	06/03/1998	SEARS BRANDS, L.L.C.
09/13/1988	1140415	05/30/1989	SEARS BRANDS, L.L.C.
06/05/2003	30328599.0/12	09/22/2003	SEARS BRANDS, L.L.C.
08/17/1990	1188406	08/17/1993	KMART CORPORATION
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
05/22/1991	2032785	03/19/1993	SEARS BRANDS, L.L.C.
03/16/1973	927538	02/04/1975	SEARS BRANDS, L.L.C.

10/27/1978	21479	10/27/1978	SEARS, ROEBUCK AND CO.
03/16/2001	2264462	05/30/2003	SEARS BRANDS, L.L.C.
01/09/2001	2257427B	12/14/2001	SEARS BRANDS, L.L.C.
11/08/1996	2115174	05/30/1997	SEARS BRANDS, L.L.C.
11/25/1972	1002371	11/25/1972	SEARS BRANDS, L.L.C.
10/17/1990	1444231	07/23/1993	SEARS BRANDS, L.L.C.
10/05/1978	1102481	10/05/1978	SEARS BRANDS, L.L.C.
10/01/1986	1272841	10/01/1986	SEARS BRANDS, L.L.C.
11/18/1986	1292023	11/18/1986	SEARS BRANDS, L.L.C.
06/25/1991	1468446	08/16/1996	SEARS BRANDS, L.L.C.
09/02/2002	2309532	09/02/2002	SEARS BRANDS, L.L.C.
08/12/1994	120461	09/17/1997	SEARS BRANDS, L.L.C.
11/25/1972	61/1992	11/25/1972	SEARS BRANDS, L.L.C.
04/06/2010	SM-800-92-133	04/06/2010	SEARS BRANDS, L.L.C.

10/05/2001	118138	06/11/2002	SEARS BRANDS, L.L.C.
10/05/2001	118131	06/11/2002	SEARS BRANDS, L.L.C.
07/20/2000	119931	09/11/2002	SEARS BRANDS, L.L.C.
01/24/2006	144445	08/21/2006	SEARS BRANDS, L.L.C.
10/05/2001	118132	06/11/2002	SEARS BRANDS, L.L.C.
01/13/2006	143953	08/01/2006	SEARS BRANDS, L.L.C.
01/13/2006	143998	08/02/2006	SEARS BRANDS, L.L.C.
10/05/2001	118135	06/11/2002	SEARS BRANDS, L.L.C.
	3710120089	06/05/1979	SEARS BRANDS, L.L.C.
05/05/1997	90389198192	05/05/1998	KMART CORPORATION
03/21/2011	186951	02/04/2013	SEARS BRANDS, L.L.C.
03/16/1995	83132	03/02/1997	SEARS BRANDS, L.L.C.
08/16/1990	65073	09/17/1991	SEARS BRANDS, L.L.C.
05/18/1999	99402	10/01/1999	SEARS, ROEBUCK AND CO.

10/05/2001	118479	06/25/2002	SEARS, ROEBUCK AND CO.
10/05/2001	118142	06/11/2002	SEARS, ROEBUCK AND CO.
10/05/2001	118126	06/11/2002	SEARS BRANDS, L.L.C.
04/21/1978	34389/10/84	04/21/1978	SEARS, ROEBUCK AND CO.
04/21/1978	34394/15/84	04/21/1978	SEARS, ROEBUCK AND CO.
04/28/1978	34482/103/84	04/28/1978	SEARS, ROEBUCK AND CO.
03/09/2000	108278	11/21/2000	SEARS, ROEBUCK AND CO.
05/14/1999	99403	10/01/1999	SEARS BRANDS, L.L.C.
05/12/2000	107055	10/18/2000	SEARS, ROEBUCK AND CO.
04/21/1978	34386/7/84	04/21/1978	SEARS, ROEBUCK AND CO.
04/21/1978	34388/9/84	04/21/1978	SEARS, ROEBUCK AND CO.
01/01/1977	34390/11/84	04/21/1978	SEARS, ROEBUCK AND CO.
06/21/1999	10780	06/21/2000	SEARS BRANDS, L.L.C.
02/10/2000	11155	02/16/2001	SEARS BRANDS, L.L.C.

10/05/2001	118124	06/11/2002	SEARS, ROEBUCK AND CO.
10/05/2001	118115	06/11/2002	SEARS BRANDS, L.L.C.
10/10/1979	174/177	03/29/1982	SEARS BRANDS, L.L.C.
10/04/1980	204/16	10/04/1980	SEARS BRANDS, L.L.C.
11/05/2006	379/152	11/05/2006	SEARS BRANDS, L.L.C.
10/02/2001	84384	06/07/2002	SEARS BRANDS, L.L.C.
10/05/2001	84396	06/07/2002	SEARS BRANDS, L.L.C.
10/02/2001	84397	06/07/2002	SEARS BRANDS, L.L.C.
08/29/1980	132	11/04/1981	SEARS BRANDS, L.L.C.
12/29/1994	62896	09/14/1995	SEARS BRANDS, L.L.C.
12/29/1994	2226	09/14/1995	SEARS BRANDS, L.L.C.
10/05/2001	84386	06/07/2002	SEARS BRANDS, L.L.C.
10/02/2001	84282	05/31/2002	SEARS BRANDS, L.L.C.
11/23/2009	16933	10/18/2011	SEARS BRANDS, L.L.C.

04/13/1994	60933	01/11/1995	SEARS BRANDS, L.L.C.
07/07/2000	82549	09/12/2001	SEARS BRANDS, L.L.C.
12/07/2001	93048	01/11/2005	SEARS BRANDS, L.L.C.
01/02/2013	302484252AA	03/26/2014	SEARS BRANDS, L.L.C.
01/02/2013	302484252AB	06/04/2014	SEARS BRANDS, L.L.C.
04/27/1988	1989B3148	10/20/1989	SEARS BRANDS, L.L.C.
04/27/1978	19790220	04/27/1978	SEARS BRANDS, L.L.C.
09/26/2000	01912/2002	09/26/2000	SEARS BRANDS, L.L.C.
09/26/2000	13675/2001	09/26/2000	SEARS BRANDS, L.L.C.
06/17/1992	2001B06061	05/23/2001	SEARS BRANDS, L.L.C.
06/17/1992	1995B10607	12/18/1995	SEARS BRANDS, L.L.C.
05/05/1978	19810059	05/05/1985	SEARS BRANDS, L.L.C.
05/08/1990	1995B08541	10/12/1995	SEARS BRANDS, L.L.C.
08/27/1997	199813030	08/27/1997	SEARS BRANDS, L.L.C.

04/01/1987	1988B0240	04/01/1987	SEARS, ROEBUCK AND CO.
04/08/1998	159648	02/10/2000	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
11/05/1990	131978	07/23/1992	SEARS BRANDS, L.L.C.
02/07/1994	794/1994	09/27/1994	SEARS BRANDS, L.L.C.
11/02/2006	1500838	03/23/2010	KMART CORPORATION
05/06/1985	437376B	05/06/1985	SEARS BRANDS, L.L.C.
09/23/2003	1239290	09/23/2003	SEARS BRANDS, L.L.C.
07/28/2014	1225053	07/28/2014	SEARS BRANDS, L.L.C.
04/13/1992	571183	08/31/1992	SEARS BRANDS, L.L.C.
04/25/2004	IDM000017905	09/29/2004	KMART CORPORATION
04/25/2004	IDM000016299	09/16/2004	KMART CORPORATION
04/25/2004	IDM000017904	09/29/2004	KMART CORPORATION
07/29/1991	IDM000332406	04/04/2001	SEARS BRANDS, L.L.C.

07/27/2008	IDM000197801	03/12/2009	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
07/28/2014	1225053	07/28/2014	SEARS BRANDS, L.L.C.
01/09/2013	1151272	01/09/2013	SEARS BRANDS, L.L.C.
10/20/2009	1017889	10/20/2009	SEARS BRANDS, L.L.C.
07/01/1996	216089	07/01/1996	SEARS BRANDS, L.L.C.
06/14/1994	160612	10/25/1995	SEARS BRANDS, L.L.C.
09/20/1979	48676	09/20/1986	SEARS BRANDS, L.L.C.
08/21/1990	77328	11/03/1994	SEARS BRANDS, L.L.C.
07/09/2014	266654	05/05/2016	SEARS BRANDS, L.L.C.
06/24/1991	80147	09/04/1994	SEARS BRANDS, L.L.C.
10/31/1984	1603798	10/31/1984	SEARS BRANDS, L.L.C.
10/19/1988	1324140	10/16/1991	KMART CORPORATION

03/20/1986	302006901401623	07/16/2009	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
03/20/1986	302006901401622	07/16/2009	SEARS BRANDS, L.L.C.
05/31/2000	1255574	05/03/2000	SEARS BRANDS, L.L.C.
05/24/1990	1255573	12/10/1992	SEARS BRANDS, L.L.C.
04/27/1966	302006901409068	07/23/2009	SEARS BRANDS, L.L.C.
10/18/1994	27289	10/18/1994	SEARS BRANDS, L.L.C.
07/30/2012	60866	03/18/2013	SEARS BRANDS, L.L.C.
06/14/1994	B28060	06/14/1994	SEARS BRANDS, L.L.C.
03/15/2001	4618051	11/01/2002	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
08/30/1994	4042216	08/15/1997	SEARS BRANDS, L.L.C.
08/30/1994	4042217	08/15/1997	SEARS BRANDS, L.L.C.
11/22/2002	4695424	07/25/2003	SEARS BRANDS, L.L.C.

12/16/2008	5246433	07/10/2009	SEARS BRANDS, L.L.C.
03/07/1997	4163354	07/03/1998	SEARS BRANDS, L.L.C.
12/18/1997	4361477	02/10/2000	SEARS BRANDS, L.L.C.
03/20/1998	4364822	03/03/2000	SEARS BRANDS, L.L.C.
03/31/1997	4158863	06/19/1998	SEARS BRANDS, L.L.C.
01/09/2013	1151272	01/09/2013	SEARS BRANDS, L.L.C.
06/30/1994	3317277	05/30/1997	SEARS BRANDS, L.L.C.
03/07/1995	3370595	10/23/1998	SEARS, ROEBUCK AND CO.
02/20/1981	1922852	12/24/1986	SEARS BRANDS, L.L.C.
04/10/2001	4577190	06/14/2002	SEARS, ROEBUCK AND CO.
03/12/1987	2237471	06/28/1990	SEARS, ROEBUCK AND CO.
	2281132	11/30/1990	SEARS BRANDS, L.L.C.
02/08/1993	33493	10/26/1993	KMART CORPORATION
06/20/2000	61449	09/15/2002	SEARS BRANDS, L.L.C.

08/15/1994	35879	06/29/1995	SEARS BRANDS, L.L.C.
11/15/2000	50864	02/01/2003	SEARS BRANDS, L.L.C.
11/15/2000	50865	11/15/2000	SEARS, ROEBUCK AND CO.
10/06/2003	55114	10/06/2003	SEARS BRANDS, L.L.C.
09/26/1994	27143	12/16/1997	SEARS BRANDS, L.L.C.
04/09/1998	M44186	08/20/1999	SEARS BRANDS, L.L.C.
10/09/1978	00286/2008	10/09/1978	SEARS BRANDS, L.L.C.
10/09/1978	91078/853	10/09/1978	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
12/20/1991	8292	06/15/1992	SEARS BRANDS, L.L.C.
01/11/1988	8797-M	09/29/1988	SEARS BRANDS, L.L.C.
12/19/1994	14327	10/04/1995	SEARS BRANDS, L.L.C.
06/28/1991	11025	05/05/1999	SEARS BRANDS, L.L.C.
09/27/2000	9847	01/01/2002	SEARS, ROEBUCK AND CO.

04/05/1994	03618	04/05/1994	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
11/10/1981	MB92910	06/05/2003	SEARS BRANDS, L.L.C.
11/25/1987	87/05633	11/25/1987	SEARS BRANDS, L.L.C.
11/18/1987	87/05535	11/18/1987	SEARS BRANDS, L.L.C.
11/18/1987	87005536	11/18/1987	SEARS BRANDS, L.L.C.
11/18/1987	87005534	11/18/1987	SEARS BRANDS, L.L.C.
11/18/1987	87005530	11/18/1987	SEARS BRANDS, L.L.C.
11/18/1987	87005533	11/18/1987	SEARS BRANDS, L.L.C.
11/18/1987	87005537	11/18/1987	SEARS BRANDS, L.L.C.
08/27/1994	94/07750	10/11/1996	SEARS BRANDS, L.L.C.
05/14/1985	85002007	07/30/1991	SEARS BRANDS, L.L.C.
09/29/2000	32318	09/29/2000	SEARS BRANDS, L.L.C.
09/29/2000	32319	09/29/2000	SEARS BRANDS, L.L.C.

04/05/1993	22286	04/05/1993	SEARS BRANDS, L.L.C.
08/18/1995	12992/1995	03/29/1996	SEARS BRANDS, L.L.C.
06/15/2010	1182835	10/06/2010	SEARS BRANDS, L.L.C.
06/15/2010	1182836	10/06/2010	SEARS BRANDS, L.L.C.
08/01/1995	503119	08/31/1995	SEARS BRANDS, L.L.C.
10/01/2015	1609516	02/02/2016	SEARS BRANDS, L.L.C.
10/21/1993	472608	09/07/1994	KMART CORPORATION
10/21/1993	447589	11/29/1993	KMART CORPORATION
08/03/1990	415249	06/02/1992	SEARS BRANDS, L.L.C.
09/22/2009	1141922	02/09/2010	SEARS BRANDS, L.L.C.
06/05/2002	788088	06/05/2002	SEARS BRANDS, L.L.C.
06/05/2002	788089	06/05/2002	SEARS BRANDS, L.L.C.
07/08/2010	1170021	07/22/2010	SEARS BRANDS, L.L.C.
03/11/2010	1160991	05/28/2010	SEARS BRANDS, L.L.C.

07/22/2009	1143028	02/15/2010	SEARS BRANDS, L.L.C.
07/22/2009	1115890	08/17/2009	SEARS BRANDS, L.L.C.
09/25/2009	1141645	02/08/2010	SEARS BRANDS, L.L.C.
01/08/2013	1367607	05/15/2013	SEARS BRANDS, L.L.C.
06/17/1992	435048	06/02/1993	SEARS BRANDS, L.L.C.
03/31/2010	1324752	10/30/2012	SEARS BRANDS, L.L.C.
06/08/1993	441408	09/07/1993	SEARS BRANDS, L.L.C.
01/31/2003	791848	05/21/2003	SEARS BRANDS, L.L.C.
11/03/1995	512770	12/12/1995	SEARS BRANDS, L.L.C.
11/03/1995	512772	12/12/1995	SEARS BRANDS, L.L.C.
10/20/1993	462594	06/06/1994	KMART CORPORATION
10/22/1993	447606	11/29/1993	KMART CORPORATION
09/22/2009	1141923	02/09/2010	SEARS BRANDS, L.L.C.
09/22/2009	1142186	02/10/2010	SEARS BRANDS, L.L.C.

09/22/2009	1141924	02/09/2010	SEARS BRANDS, L.L.C.
09/22/2015	1598893	12/11/2015	SEARS BRANDS, L.L.C.
09/22/2015	1598895	12/11/2015	SEARS BRANDS, L.L.C.
09/22/2015	1598894	12/11/2015	SEARS BRANDS, L.L.C.
09/22/2009	1141668	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141669	02/08/2010	SEARS BRANDS, L.L.C.
03/25/1997	547639	04/29/1997	SEARS BRANDS, L.L.C.
09/22/2009	1184148	10/15/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141664	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141663	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1184149	10/15/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141662	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141661	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141657	02/08/2010	SEARS BRANDS, L.L.C.

09/22/2009	1141658	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141667	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141652	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141665	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141648	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141659	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141651	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141650	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1184147	10/15/2010	SEARS BRANDS, L.L.C.
09/22/2009	1184146	10/15/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141649	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141655	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141654	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141653	02/08/2010	SEARS BRANDS, L.L.C.

09/22/2009	1141660	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141656	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141666	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1184425	10/18/2010	SEARS BRANDS, L.L.C.
09/22/2015	1598891	12/11/2015	SEARS BRANDS, L.L.C.
09/22/2015	1598892	12/11/2015	SEARS BRANDS, L.L.C.
08/02/1988	404735	02/04/1992	SEARS BRANDS, L.L.C.
12/19/1990	413131	12/19/2000	SEARS BRANDS, L.L.C.
08/20/1975	202152	04/26/1977	SEARS BRANDS, L.L.C.
03/25/1997	547640	04/29/1997	SEARS BRANDS, L.L.C.
01/11/2013	1418362	12/06/2013	SEARS BRANDS, L.L.C.
01/11/2013	1457141	05/26/2014	SEARS BRANDS, L.L.C.
07/29/2002	766674	10/31/2002	SEARS BRANDS, L.L.C.
03/21/2011	15	08/26/2013	SEARS BRANDS, L.L.C.

04/01/1994	2520	11/13/1995	SEARS BRANDS, L.L.C.
04/01/1994	470	04/01/1994	SEARS BRANDS, L.L.C.
04/01/1994	2521	11/13/1995	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
07/13/1994	94.15554	09/15/1994	SEARS BRANDS, L.L.C.
10/31/1990	06486PP	06/29/1992	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
06/18/1993	51562	06/18/1993	SEARS BRANDS, L.L.C.
07/07/1993	9177	11/30/1993	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
07/25/1994	54395	07/25/1994	SEARS BRANDS, L.L.C.
06/14/1979	79/739	06/14/1979	SEARS BRANDS, L.L.C.
08/10/1983	1983/0788	08/10/1983	SEARS BRANDS, L.L.C.

02/23/1996	11392/052	02/23/1996	SEARS BRANDS, L.L.C.
10/23/2002	666864	04/24/2003	SEARS BRANDS, L.L.C.
03/09/1982	141058	03/06/1991	SEARS BRANDS, L.L.C.
01/13/1988	176999	01/13/1988	SEARS, ROEBUCK AND CO.
12/16/2002	670295	06/19/2003	SEARS BRANDS, L.L.C.
09/10/1998	298061	11/12/1999	SEARS BRANDS, L.L.C.
01/09/2013	1151272	01/09/2013	SEARS BRANDS, L.L.C.
06/10/2014	999377	12/11/2014	SEARS BRANDS, L.L.C.
06/21/1994	238135	06/19/1998	SEARS BRANDS, L.L.C.
06/21/1994	238134	06/19/1998	SEARS BRANDS, L.L.C.
07/10/1989	194540	07/10/1989	KMART CORPORATION
09/10/1998	298062	02/17/1999	SEARS BRANDS, L.L.C.
10/22/2009	814691	04/22/2010	SEARS BRANDS, L.L.C.
10/04/2001	53903 C.C.	05/21/2002	SEARS BRANDS, L.L.C.

10/04/2001	54238 C.C.	06/06/2002	SEARS BRANDS, L.L.C.
11/20/2000	51578 C.C.	10/16/2001	SEARS BRANDS, L.L.C.
10/04/2001	53899 C.C.	05/21/2002	SEARS BRANDS, L.L.C.
10/04/2001	53898 C.C.	05/21/2002	SEARS BRANDS, L.L.C.
10/04/2001	54137 C.C.	05/28/2002	SEARS BRANDS, L.L.C.
10/16/2001	54476 C.C.	06/14/2002	SEARS BRANDS, L.L.C.
06/12/2003	15482	09/05/1983	SEARS BRANDS, L.L.C.
01/28/1994	24918 C.C.	01/28/1994	SEARS BRANDS, L.L.C.
11/20/2000	51577	10/16/2001	SEARS BRANDS, L.L.C.
10/04/2001	54141 C.C.	05/28/2002	SEARS, ROEBUCK AND CO.
10/04/2001	54140 C.C.	05/28/2002	SEARS, ROEBUCK AND CO.
10/04/2001	54144 C.C.	05/28/2002	SEARS BRANDS, L.L.C.
11/20/2000	51576 C.C.	10/16/2001	SEARS BRANDS, L.L.C.
12/10/2001	54508 LM	06/19/2002	SEARS, ROEBUCK AND CO.

10/04/2001	54150 C.C.	05/28/2002	SEARS, ROEBUCK AND CO.
10/18/1978	34017/78	01/18/1984	KMART CORPORATION
10/18/1978	34018/78	03/06/1986	KMART CORPORATION
10/18/1978	34015/78	10/18/1978	KMART CORPORATION
04/09/1982	25440	04/09/1982	SEARS BRANDS, L.L.C.
05/01/1978	32722	05/01/1978	SEARS BRANDS, L.L.C.
05/01/1978	32724	05/01/1978	SEARS BRANDS, L.L.C.
05/01/1978	32734	05/01/1978	SEARS BRANDS, L.L.C.
08/04/1983	118558	09/13/1984	SEARS BRANDS, L.L.C.
05/30/1991	154079	12/23/1992	SEARS BRANDS, L.L.C.
08/10/2004	227885	08/29/2005	SEARS BRANDS, L.L.C.
08/10/2004	227993	09/06/2005	SEARS BRANDS, L.L.C.
06/26/2014	279686	01/07/2015	SEARS BRANDS, L.L.C.
05/13/1990	4257	04/11/2000	KMART CORPORATION

11/11/1985	88198	11/11/1985	SEARS BRANDS, L.L.C.
11/11/1985	88202	11/11/1985	SEARS BRANDS, L.L.C.
11/11/1985	88207	11/11/1985	SEARS BRANDS, L.L.C.
09/29/1985	87695	09/29/1985	SEARS BRANDS, L.L.C.
11/11/1985	88205	11/11/1985	SEARS BRANDS, L.L.C.
11/17/1985	88257	11/17/1985	SEARS BRANDS, L.L.C.
11/11/1985	88200	11/11/1985	SEARS BRANDS, L.L.C.
11/11/1985	88254	11/11/1985	SEARS BRANDS, L.L.C.
11/11/1985	88209	11/11/1985	SEARS BRANDS, L.L.C.
01/16/1997	139484	01/16/1997	SEARS BRANDS, L.L.C.
01/16/1997	139483	05/11/2004	SEARS BRANDS, L.L.C.
01/27/1997	139620	02/21/2003	SEARS BRANDS, L.L.C.
11/13/2001	11809801	11/13/2001	SEARS BRANDS, L.L.C.
11/13/2001	118100	06/02/2003	SEARS BRANDS, L.L.C.

11/13/2001	118102	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118101	11/13/2001	SEARS BRANDS, L.L.C.
12/28/2001	118898	06/19/2003	SEARS BRANDS, L.L.C.
11/13/2001	118103	06/02/2003	SEARS BRANDS, L.L.C.
04/28/1995	75364	08/06/1996	SEARS BRANDS, L.L.C.
07/23/1997	88958	07/09/1999	SEARS BRANDS, L.L.C.
11/13/2001	118104 01	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118105	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118106	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118107 01	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118108 01	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118109	06/07/2003	SEARS BRANDS, L.L.C.
11/13/2001	118110 01	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118111	11/13/2001	SEARS BRANDS, L.L.C.

04/16/1980	1556	09/09/1980	KMART CORPORATION
08/12/1991	57674	10/02/1992	SEARS BRANDS, L.L.C.
11/13/2001	118112	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118113	06/02/2003	SEARS BRANDS, L.L.C.
11/13/2001	118114	05/22/2003	SEARS BRANDS, L.L.C.
11/13/2001	118115	05/22/2003	SEARS BRANDS, L.L.C.
11/13/2001	118116	05/22/2003	SEARS BRANDS, L.L.C.
11/15/1996	84159	08/11/1998	SEARS BRANDS, L.L.C.
07/23/1997	88963	07/09/1999	SEARS BRANDS, L.L.C.
11/13/2001	118117	02/12/2003	SEARS BRANDS, L.L.C.
05/15/1995	75577	05/15/1995	SEARS BRANDS, L.L.C.
11/13/2001	118118	05/22/2003	SEARS BRANDS, L.L.C.
11/13/2001	118119	07/07/2003	SEARS BRANDS, L.L.C.
11/13/2001	118120 01	05/22/2003	SEARS BRANDS, L.L.C.

11/13/2001	118121 01	05/22/2003	SEARS BRANDS, L.L.C.
11/13/2001	118122 01	05/23/2003	SEARS BRANDS, L.L.C.
11/13/2001	118123 01	05/22/2003	SEARS BRANDS, L.L.C.
11/13/2001	118124	05/22/2003	SEARS BRANDS, L.L.C.
08/27/1998	330454	09/03/1999	SEARS BRANDS, L.L.C.
08/27/1998	330455	09/03/1999	SEARS BRANDS, L.L.C.
12/15/2003	412767	12/15/2003	KMART CORPORATION
11/29/2005	453693	12/27/2005	SEARS BRANDS, L.L.C.
11/02/1981	362520	11/02/1981	SEARS BRANDS, L.L.C.
11/02/1981	362521	11/02/1981	SEARS BRANDS, L.L.C.
11/02/1981	362523	11/02/1981	SEARS BRANDS, L.L.C.
11/02/1981	362522	11/02/1981	SEARS BRANDS, L.L.C.
06/08/1994	448357	10/11/1996	SEARS BRANDS, L.L.C.
10/13/2009	163079	04/15/2010	SEARS BRANDS, L.L.C.

10/10/2002	6264	08/10/1992	SEARS BRANDS, L.L.C.
10/10/2002	9964	08/10/1992	SEARS BRANDS, L.L.C.
09/19/2017	259123	12/18/2017	SEARS BRANDS, L.L.C.
09/19/2017	104760	12/19/2017	SEARS BRANDS, L.L.C.
09/19/2017			SEARS BRANDS, L.L.C.
09/19/2017	104759	12/19/2017	SEARS BRANDS, L.L.C.
10/14/2004	105094	04/29/2005	SEARS BRANDS, L.L.C.
02/13/1992	77531	04/30/1994	SEARS BRANDS, L.L.C.
04/16/1998	138438	05/29/2002	SEARS BRANDS, L.L.C.
12/04/2000	155778	10/01/2004	SEARS BRANDS, L.L.C.
03/11/2011	480354	08/11/2011	SEARS BRANDS, L.L.C.
03/11/2011	480355	03/11/2011	SEARS BRANDS, L.L.C.
05/22/1964	124566 X	11/06/1968	SEARS BRANDS, L.L.C.
05/22/1964	124569	11/07/1968	SEARS BRANDS, L.L.C.

05/22/1964	124568 Z	11/07/1968	SEARS BRANDS, L.L.C.
05/22/1964	124567 Y	11/06/1968	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
05/22/1964	124585	11/07/1968	SEARS BRANDS, L.L.C.
05/22/1964	124574	11/07/1968	SEARS BRANDS, L.L.C.
05/22/1964	124573	11/07/1968	SEARS BRANDS, L.L.C.
05/22/1964	124570	11/07/1968	SEARS BRANDS, L.L.C.
04/26/2006	68606	06/21/2007	SEARS BRANDS, L.L.C.
01/15/2003	6949	01/15/2003	SEARS BRANDS, L.L.C.
04/13/1953	8616	04/13/1953	SEARS BRANDS, L.L.C.
12/12/1983	13201	12/12/1983	SEARS BRANDS, L.L.C.
10/30/1991	19386	10/30/1991	SEARS BRANDS, L.L.C.
05/16/2000	43498	05/16/2000	SEARS BRANDS, L.L.C.
07/24/1991	102951	03/05/1992	SEARS BRANDS, L.L.C.

05/12/1998	185597	05/07/2000	SEARS BRANDS, L.L.C.
10/17/2000	217700	07/25/2002	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
12/23/2002	705/7	11/30/2003	SEARS BRANDS, L.L.C.
06/03/1991	141101575	12/02/1991	KMART CORPORATION
06/17/1986	133/83	07/25/1994	SEARS BRANDS, L.L.C.
10/15/1989	220/37	06/19/1990	SEARS, ROEBUCK AND CO.
10/15/1989	236/44	04/30/1991	SEARS, ROEBUCK AND CO.
10/07/1994	341/70	05/29/1995	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
10/31/1990	37046	06/29/1992	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
10/18/2000	T00/18300B	01/01/2002	SEARS BRANDS, L.L.C.

06/28/1991	T9106133I	06/28/1991	SEARS BRANDS, L.L.C.
01/15/1999	T99/00463F	05/05/2003	SEARS BRANDS, L.L.C.
01/22/1982	T8500278D	01/22/1982	SEARS, ROEBUCK AND CO.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
12/20/1990	169848	04/20/1992	SEARS BRANDS, L.L.C.
04/14/1998	9870498	12/30/1998	SEARS BRANDS, L.L.C.
05/28/1979	79/2744	12/03/1980	SEARS BRANDS, L.L.C.
03/08/2011	2011/05283	01/14/2013	SEARS BRANDS, L.L.C.
03/08/2011	2011/05282	01/14/2013	SEARS BRANDS, L.L.C.
03/08/2011	2011/05281	01/14/2013	SEARS BRANDS, L.L.C.
02/24/2011	2011/04048	01/02/2013	SEARS BRANDS, L.L.C.
03/08/2011	2011/05284	01/14/2013	SEARS BRANDS, L.L.C.
02/24/2011	2011/04049	10/01/2012	SEARS BRANDS, L.L.C.
03/08/2011	2011/05288	01/14/2013	SEARS BRANDS, L.L.C.

03/08/2011	2011/05285	01/14/2013	SEARS BRANDS, L.L.C.
03/08/2011	2011/05286	01/14/2013	SEARS BRANDS, L.L.C.
03/08/2011	2011/05287	01/14/2013	SEARS BRANDS, L.L.C.
07/19/1976	1976/03638	07/19/1976	SEARS BRANDS, L.L.C.
04/22/1992	92/3370	04/22/1992	SEARS BRANDS, L.L.C.
07/19/1976	1976/03640	03/13/1979	SEARS BRANDS, L.L.C.
08/17/1990	90/7115	06/30/1994	SEARS BRANDS, L.L.C.
08/17/1990	90/7116	07/13/1994	SEARS BRANDS, L.L.C.
04/13/1992	92/3141	11/22/1994	SEARS BRANDS, L.L.C.
11/03/1977	B77/4884	11/03/1977	SEARS BRANDS, L.L.C.
11/03/1977	B77/4885	11/03/1977	SEARS BRANDS, L.L.C.
11/03/1977	B77/4882	11/03/1977	SEARS BRANDS, L.L.C.
01/27/2017			SEARS BRANDS, L.L.C.
01/11/2013	2013/00659	09/26/2014	SEARS BRANDS, L.L.C.

01/11/2013	2013/00660	09/26/2014	SEARS BRANDS, L.L.C.
02/21/2000	2000/02680	02/21/2000	SEARS BRANDS, L.L.C.
04/24/2003	595518	10/11/2004	SEARS BRANDS, L.L.C.
01/20/1983	96502	11/11/1983	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
04/06/1995	42427	06/02/1998	KMART CORPORATION
10/15/1987	40-160950	10/18/1988	SEARS BRANDS, L.L.C.
10/15/1987	40-161096	10/20/1988	SEARS BRANDS, L.L.C.
12/31/1987	52231	01/04/1988	SEARS BRANDS, L.L.C.
10/15/1987	166701	01/18/1989	SEARS BRANDS, L.L.C.
10/15/1987	40-162088	11/11/1988	SEARS BRANDS, L.L.C.
12/31/1987	40-052415	01/12/1978	SEARS BRANDS, L.L.C.
12/31/1987	40-052416	01/12/1978	SEARS BRANDS, L.L.C.
10/28/1987	169812	05/11/1989	SEARS BRANDS, L.L.C.

07/27/2011	40-0938834	10/26/2012	SEARS BRANDS, L.L.C.
03/09/2011	2973551	10/03/2011	SEARS BRANDS, L.L.C.
02/25/2011	2971507	06/21/2011	SEARS BRANDS, L.L.C.
02/25/2011	2971508	06/14/2011	SEARS BRANDS, L.L.C.
03/09/2011	2973554	10/03/2011	SEARS BRANDS, L.L.C.
09/10/1993	1779391	02/03/1995	SEARS BRANDS, L.L.C.
01/18/2002	2449497	06/20/2002	SEARS BRANDS, L.L.C.
03/22/1967	528667	07/29/1976	SEARS BRANDS, L.L.C.
03/22/1967	528670	09/25/1968	SEARS BRANDS, L.L.C.
11/07/2000	2356116	05/21/2001	SEARS BRANDS, L.L.C.
09/25/1964	455887	03/06/1965	SEARS BRANDS, L.L.C.
03/01/1984	47248	03/01/1984	SEARS BRANDS, L.L.C.
05/03/1994	70144	12/22/1995	SEARS BRANDS, L.L.C.
04/07/1994	761994	07/21/1994	KMART CORPORATION

04/07/1994	741994	07/21/1994	KMART CORPORATION
04/07/1994	751994	07/21/1994	KMART CORPORATION
04/12/1994	971994	07/25/1994	KMART CORPORATION
04/12/1994	961994	07/25/1994	KMART CORPORATION
04/08/1994	88/1994	07/25/1994	KMART CORPORATION
04/08/1994	89/1994	07/25/1994	KMART CORPORATION
03/03/1982	182642	08/06/1982	KMART CORPORATION
04/19/1966	120076	06/22/1967	SEARS BRANDS, L.L.C.
09/09/1988	P-366533	07/24/2001	SEARS BRANDS, L.L.C.
09/25/2000	483765	09/25/2000	SEARS BRANDS, L.L.C.
08/12/2004	528218	12/14/2004	SEARS BRANDS, L.L.C.
06/15/1994	423732	06/15/1994	SEARS BRANDS, L.L.C.
08/12/2004	528219	12/14/2004	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.

10/28/1991	395116	10/28/1991	SEARS BRANDS, L.L.C.
01/09/2013	1151272	01/09/2013	SEARS BRANDS, L.L.C.
07/09/2014	667733	12/23/2014	SEARS BRANDS, L.L.C.
06/15/1994	422912	06/15/1994	SEARS BRANDS, L.L.C.
03/04/1997	793285	01/16/1998	SEARS BRANDS, L.L.C.
04/16/1992	576016	05/11/1992	SEARS BRANDS, L.L.C.
09/11/1991	177413	04/16/1992	SEARS BRANDS, L.L.C.
12/24/2001	1025143	12/01/2002	SEARS BRANDS, L.L.C.
12/19/2002	1063938	11/01/2003	SEARS BRANDS, L.L.C.
12/24/2001	1030558	01/16/2003	SEARS BRANDS, L.L.C.
12/24/2001	1028485	01/01/2003	SEARS BRANDS, L.L.C.
07/14/1999	917913	12/01/2000	SEARS BRANDS, L.L.C.
10/01/1988	416354	10/01/1988	SEARS BRANDS, L.L.C.
08/27/2004	1188100	12/16/2005	SEARS BRANDS, L.L.C.

08/27/2004	1184933	12/01/2005	SEARS BRANDS, L.L.C.
09/02/1994	80831	02/01/1996	SEARS BRANDS, L.L.C.
08/29/1994	81565	03/01/1996	KMART CORPORATION
09/02/1994	84593	08/01/1996	SEARS BRANDS, L.L.C.
08/27/2004	1188099	12/16/2005	SEARS BRANDS, L.L.C.
01/09/1988	414302	09/16/1988	SEARS BRANDS, L.L.C.
03/14/1997	797937	03/01/1998	SEARS BRANDS, L.L.C.
09/03/1998	118471	12/01/1999	SEARS BRANDS, L.L.C.
06/11/1980	142720	11/01/1980	SEARS BRANDS, L.L.C.
02/21/1980	135797	07/01/1980	SEARS BRANDS, L.L.C.
02/11/1997	794749	02/01/1998	SEARS BRANDS, L.L.C.
01/16/2013	01682717	12/16/2014	SEARS BRANDS, L.L.C.
06/10/2014	1698227	03/16/2015	SEARS BRANDS, L.L.C.
12/01/2000	917912	12/01/2000	SEARS BRANDS, L.L.C.

06/22/1998	414294	09/16/1998	SEARS BRANDS, L.L.C.
05/10/1990	515780	02/28/1991	SEARS BRANDS, L.L.C.
05/16/2000	969121	11/16/2001	SEARS BRANDS, L.L.C.
04/04/1985	345394	11/16/1986	SEARS BRANDS, L.L.C.
06/02/1992	KOR8095	06/02/1992	SEARS BRANDS, L.L.C.
04/09/1998	Kor 96876	04/09/1998	SEARS BRANDS, L.L.C.
05/24/1996	SM5327	05/24/1996	SEARS BRANDS, L.L.C.
07/29/1994	Kor34422	09/18/1995	SEARS BRANDS, L.L.C.
01/18/1985	Kor24490	01/18/1985	SEARS BRANDS, L.L.C.
01/22/2002	32611	04/18/2006	SEARS BRANDS, L.L.C.
06/13/1979	B11396	04/11/1985	SEARS BRANDS, L.L.C.
03/12/2010	42012	01/28/2011	SEARS BRANDS, L.L.C.
03/12/2010	42011	01/21/2011	SEARS BRANDS, L.L.C.
01/22/2002	32613	05/23/2005	SEARS, ROEBUCK AND CO.

01/22/2002	32615	01/06/2005	SEARS, ROEBUCK AND CO.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
10/01/1989	113365	10/01/1989	SEARS BRANDS, L.L.C.
10/14/1994	155685	10/14/1994	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
05/15/1998	22444	01/15/2002	SEARS BRANDS, L.L.C.
08/23/1994	12104	06/07/1999	SEARS BRANDS, L.L.C.
03/27/1996	34261	10/28/2002	SEARS BRANDS, L.L.C.
11/16/1994	7100	11/25/1996	SEARS BRANDS, L.L.C.
	431820	01/31/2002	SEARS BRANDS, L.L.C.
07/28/2000	419150	02/02/2001	SEARS BRANDS, L.L.C.
08/30/2001	430588	01/17/2002	SEARS BRANDS, L.L.C.
02/17/1986	D023917	06/06/1988	KMART CORPORATION
11/14/1994	3762	02/09/1996	SEARS BRANDS, L.L.C.

11/14/1994	P188735	04/26/1996	SEARS BRANDS, L.L.C.
11/16/1983	20670D	05/19/1986	SEARS BRANDS, L.L.C.
03/12/1993	9362	03/12/1993	SEARS BRANDS, L.L.C.
05/18/2010	1040197	05/18/2010	SEARS BRANDS, L.L.C.
07/24/1992	7417	02/12/1993	SEARS BRANDS, L.L.C.
07/24/1992	7419	02/12/1993	SEARS BRANDS, L.L.C.
12/18/1962	263543A	12/18/1962	SEARS BRANDS, L.L.C.
12/06/1994	33197	01/28/2000	SEARS BRANDS, L.L.C.
01/15/2003	8038	01/15/2003	SEARS BRANDS, L.L.C.
	7996	08/25/1992	SEARS BRANDS, L.L.C.
07/21/1994	6788	08/08/1994	SEARS BRANDS, L.L.C.
12/11/2009	7730	12/11/2009	SEARS BRANDS, L.L.C.
03/23/1953	8083	03/23/1953	SEARS BRANDS, L.L.C.
08/30/1997	5514	09/11/2001	SEARS BRANDS, L.L.C.

08/30/1997	5513	09/11/2001	SEARS BRANDS, L.L.C.
	611992	11/25/1972	KMART CORPORATION
	118115	5/22/2003	SEARS BRANDS, L.L.C.
	IDM000197801	3/12/2009	SEARS BRANDS, L.L.C.
	274233	11/26/1982	SEARS BRANDS, L.L.C.
	22528*	6/7/1997	SEARS BRANDS, L.L.C.
	153/1988*	12/30/1988	KMART CORPORATION
	97018575*	3/30/2002	SEARS BRANDS, L.L.C.





n. No representation or warranty is made with respect to the Trademarks denoted with an asterisk.

Image	Country	MarkName	Application Number
	United States	GALAXY	88/003014
	United States	GALAXY	88/031954
	United States	COOL EDGE	87/601358
	United States	ACCELA CHILL	86/227419
	United States	ACCELA HEAT	86/411788
	United States	ACCELA ICE	86/227429
	United States	ACCELA SOAK	86/453248
	United States	ACCELA STEAM	86/906903
	United States	ACCELA WASH	86/227412
<b>ACCELER-ICE</b>	United States	ACCELA-WASH	85/382224
	United States	ACCELER-ICE	78/496339
	United States	ACTIVE FINISH	86/227551
	United States	ACTIVE RINSE	85/489737




	United States	ACTIVE SPRAY	85/489722
	United States	ADAPT-N-STORE	86/246179
	United States	AIR GUARD	77/154867
	United States	AIR GUARD (STYLIZED WITH DESIGN)	77/753455
	United States	AIRFLOW	85/661207
	United States	ALFIE	86/792218
	United States	ANSWERS ON CALL	85/977243
	United States	BE AMAZING	87/180244
	United States	CAPTIVE AIR	73/114194
	United States	CLEANFLOW	85/169947
	United States	CLOUD OF STEAM DESIGN	77/767338
	United States	COLD CLEAN	77/730518
	United States	COLDSPOT (Stylized)	71/573683
	United States	COOKMORE	86/032969

	United States	CRISPERKEEPER	85/564238
	United States	CROSSOVER	86/398483
	United States	DUAL ACTION	73/158390
	United States	EASYCUT	86/662277
	United States	ELITE	76/399091
	United States	EVENHEAT	75/390201
	United States	EVO	78/143440
	United States	EVOFLEX	86/396155
	United States	EVOLUTION TECHNOLOGY	77/076327
	United States	FREEZE FRESH	86/669838
<b>HANDI-MATE</b>	United States	GENIUSCOOL	77/966829
	United States	HANDI-MATE	85/642716
<b>INTUITION</b>	United States	ILLUMALIGHT	85/053995
	United States	INTUITION	76/407395

	United States	K and Semi-Circle Design	77/154297
 	Puerto Rico	KENMORE	13039
	Puerto Rico	KENMORE	13040
 	Puerto Rico	KENMORE	13038
	Puerto Rico	KENMORE	13042
 	Puerto Rico	KENMORE	13041
	Guam	KENMORE	n/a
	Northern Mariana Islands	KENMORE (CAUTIONARY PUB.)	n/a
	United States	LEAF WITH DRIPPING WATER DROP DESIGN	77/769048
	United States	LEAF WITH ELECTRICAL PLUG DESIGN	77/753489
	United States	MAGIC BLUE	76/097515
	United States	MAGNA-TORQUE	86/411800
	United States	MICROCLEAN	86/476987
	United States	PERFORMANCE STARTS HERE	86/408719

	United States	PLUS SIGN INSIDE TWO ROTATING CIRCLES DESIGN	77/767113
	United States	POP-N-GO	86/907022
	United States	POWERMATE	85/642743
	United States	POWER-MATE	72/086338
	United States	PROGRESSIVE	78/304580
	United States	QUIET PAK	86/411791
	United States	RECIPE RECALL	76/095556
	United States	S INSIDE STARBURST DESIGN (Sanitize Design No. 2)	85/028602
	United States	SEAL-N-SAVE	76/247920
	United States	SELECT CLEAN	76/095557
	United States	SIMPLE SELECT	86/411812
	United States	SMART DISPLAY	77/819884
	United States	SMART MOTION	77/829997
	United States	SMART REACH	75/307422

	United States	SMART WASH	86/906917
	United States	SMARTSENSE	78/622986
	United States	SMARTWASH	76/282061
	United States	STAINBOOST	77/947131
	United States	STAIR GRIP	78/242631
	United States	STAY FRESH	85/002247
	United States	STEAM TREAT	85/421259
	United States	STEAM TREAT	77/385888
	United States	STEAMCARE	77/147053
	United States	STRATUS	86/408698
SWIVEL+ STEERING SYSTEM	United States	SWIVEL+ STEERING SYSTEM	85/121993
	United States	TESTED FOR LIVING	85/913837
	United States	TILT-N-STORE	86/067326
TILT-N-TAKE	United States	TILT-N-TAKE	85/351304

	United States	TIME WASH/DRY ICON DESIGN	85/440015
TIMED OXI  TREAT DIRT LIKE DIRT	United States	TIMED OXI	77/156001
	United States	TREAT DIRT LIKE DIRT	85/675810
TURBO BOIL  	United States	TURBO BOIL	77/154883
	United States	TURBOZONE	78/308091
	United States	TURBOZONE (Stylized with Design)	78/397278
	United States	TURBOZONE REACH	86/460285
ULTRA CARE	United States	ULTRA CARE	78/816888
ULTRA PLUS	United States	ULTRA PLUS	76/341381
	United States	ULTRA PLUSH	86/871697
	United States	ULTRA WASH	75/214562
	United States	WRINKLE GUARD	72/327960

\*- items denoted with an asterisk are assigned solely to the extent of Sellers' right, title or interest the

Application Date	Registration Number	Registration Date	Owner
06/15/2018			SEARS BRANDS, L.L.C.
07/10/2018			SEARS BRANDS, L.L.C.
09/08/2017			SEARS BRANDS, L.L.C.
03/20/2014	5301801	10/03/2017	SEARS BRANDS, L.L.C.
10/01/2014	5151614	02/28/2017	SEARS BRANDS, L.L.C.
03/20/2014	4983742	06/21/2016	SEARS BRANDS, L.L.C.
11/13/2014	5124846	01/17/2017	SEARS BRANDS, L.L.C.
02/12/2016	5272077	08/22/2017	SEARS BRANDS, L.L.C.
03/20/2014	4863867	12/01/2015	SEARS BRANDS, L.L.C.
07/27/2011	4227123	10/16/2012	SEARS BRANDS, L.L.C.
10/07/2004	3028145	12/13/2005	SEARS BRANDS, L.L.C.
03/20/2014	4860404	11/24/2015	SEARS BRANDS, L.L.C.
12/07/2011	4332616	05/07/2013	SEARS BRANDS, L.L.C.

12/07/2011	4266970	01/01/2013	SEARS BRANDS, L.L.C.
04/08/2014	4951925	05/03/2016	SEARS BRANDS, L.L.C.
04/12/2007	3613002	04/28/2009	SEARS BRANDS, L.L.C.
06/05/2009	4032058	09/27/2011	SEARS BRANDS, L.L.C.
06/26/2012	4272370	01/08/2013	SEARS BRANDS, L.L.C.
10/19/2015	5092644	11/29/2016	SEARS BRANDS, L.L.C.
07/29/2010	4223418	10/09/2012	SEARS BRANDS, L.L.C.
09/22/2016	5351693	12/05/2017	SEARS BRANDS, L.L.C.
01/31/1977	1076806	11/08/1977	SEARS BRANDS, L.L.C.
11/05/2010	4054033	11/08/2011	SEARS BRANDS, L.L.C.
06/24/2009	4023220	09/06/2011	SEARS BRANDS, L.L.C.
05/06/2009	3942338	04/05/2011	SEARS BRANDS, L.L.C.
02/10/1949	538081	02/20/1951	SEARS BRANDS, L.L.C.
08/08/2013	4497940	03/18/2014	SEARS BRANDS, L.L.C.

03/08/2012	4210047	09/18/2012	SEARS BRANDS, L.L.C.
09/18/2014	4723772	04/21/2015	SEARS BRANDS, L.L.C.
02/13/1978	1120878	06/26/1979	SEARS BRANDS, L.L.C.
06/15/2015	5042320	09/13/2016	SEARS BRANDS, L.L.C.
04/23/2002	2878325	08/31/2004	SEARS BRANDS, L.L.C.
11/14/1997	2241382	04/20/1999	SEARS BRANDS, L.L.C.
07/12/2002	2713614	05/06/2003	SEARS BRANDS, L.L.C.
09/16/2014	4864205	12/01/2015	SEARS BRANDS, L.L.C.
01/04/2007	4045617	10/25/2011	SEARS BRANDS, L.L.C.
06/22/2015	4994701	07/05/2016	SEARS BRANDS, L.L.C.
03/24/2010	4102869	02/21/2012	SEARS BRANDS, L.L.C.
06/04/2012	4288457	02/12/2013	SEARS BRANDS, L.L.C.
06/03/2010	4099720	02/14/2012	SEARS BRANDS, L.L.C.
05/09/2002	2795795	12/16/2003	SEARS BRANDS, L.L.C.

04/11/2007	3676954	09/01/2009	SEARS BRANDS, L.L.C.
01/29/1964	13039	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13040	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13038	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13042	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13041	05/14/1965	SEARS BRANDS, L.L.C.
04/06/2010	TPC800270824	04/06/2010	SEARS BRANDS, L.L.C.
02/18/2011	19	02/18/2011	SEARS BRANDS, L.L.C.
06/26/2009	4023226	09/06/2011	SEARS BRANDS, L.L.C.
06/05/2009	4313296	04/02/2013	SEARS BRANDS, L.L.C.
07/27/2000	2611585	08/27/2002	SEARS BRANDS, L.L.C.
10/01/2014	5129499	01/24/2017	SEARS BRANDS, L.L.C.
12/10/2014	5073860	11/01/2016	SEARS BRANDS, L.L.C.
09/29/2014	4735231	05/12/2015	SEARS BRANDS, L.L.C.


06/24/2009	4023219	09/06/2011	SEARS BRANDS, L.L.C.
02/12/2016	5272078	08/22/2017	SEARS BRANDS, L.L.C.
06/04/2012	4323302	04/23/2013	SEARS BRANDS, L.L.C.
11/30/1959	698071	05/24/1960	SEARS BRANDS, L.L.C.
09/24/2003	2881790	09/07/2004	SEARS BRANDS, L.L.C.
10/01/2014	4998957	07/12/2016	SEARS BRANDS, L.L.C.
07/24/2000	2590642	07/09/2002	SEARS BRANDS, L.L.C.
05/03/2010	4210511	09/18/2012	SEARS BRANDS, L.L.C.
04/28/2001	2684527	02/04/2003	SEARS BRANDS, L.L.C.
07/24/2000	2590643	07/09/2002	SEARS BRANDS, L.L.C.
10/01/2014	4865470	12/08/2015	SEARS BRANDS, L.L.C.
09/03/2009	4251703	11/27/2012	SEARS BRANDS, L.L.C.
09/18/2009	3930216	03/08/2011	SEARS BRANDS, L.L.C.
06/12/1997	2223731	02/16/1999	SEARS BRANDS, L.L.C.

02/12/2016			SEARS BRANDS, L.L.C.
05/04/2005	3442322	06/03/2008	SEARS BRANDS, L.L.C.
07/09/2001	2719906	05/27/2003	SEARS BRANDS, L.L.C.
03/01/2010	4007011	08/02/2011	SEARS BRANDS, L.L.C.
04/28/2003	3046762	01/17/2006	SEARS BRANDS, L.L.C.
03/30/2010	4347065	06/04/2013	SEARS BRANDS, L.L.C.
09/13/2011	4284713	02/05/2013	SEARS BRANDS, L.L.C.
01/31/2008	3641402	06/16/2009	SEARS BRANDS, L.L.C.
04/03/2007	3612995	04/28/2009	SEARS BRANDS, L.L.C.
09/29/2014	4864269	12/01/2015	SEARS BRANDS, L.L.C.
09/02/2010	4136256	05/01/2012	SEARS BRANDS, L.L.C.
04/24/2013	4554474	06/24/2014	SEARS BRANDS, L.L.C.
09/17/2013	4642336	11/18/2014	SEARS BRANDS, L.L.C.
06/21/2011	4101906	02/21/2012	SEARS BRANDS, L.L.C.

10/05/2011	4174493	07/17/2012	SEARS BRANDS, L.L.C.
04/13/2007	3570427	02/03/2009	SEARS BRANDS, L.L.C.
07/12/2012	4508896	04/08/2014	SEARS BRANDS, L.L.C.
04/12/2007	3616587	05/05/2009	SEARS BRANDS, L.L.C.
10/01/2003	2988131	08/23/2005	SEARS BRANDS, L.L.C.
04/06/2004	2993358	09/06/2005	SEARS BRANDS, L.L.C.
11/20/2014	4914889	03/08/2016	SEARS BRANDS, L.L.C.
02/16/2006	3290551	09/11/2007	SEARS BRANDS, L.L.C.
11/23/2001	2996264	09/20/2005	SEARS BRANDS, L.L.C.
01/11/2016	5083962	11/15/2016	SEARS BRANDS, L.L.C.
12/17/1996	2150459	04/14/1998	SEARS BRANDS, L.L.C.
05/21/1969	885824	02/10/1970	SEARS BRANDS, L.L.C.

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Image	Country	MarkName	Application Number
<b>KENMORE</b>	Anguilla	KENMORE	4718
<b>DIEHARD</b>	Antigua	DIEHARD	2025
<b>KENMORE</b>	Argentina	KENMORE	3181489
<b>KENMORE</b>	Argentina	KENMORE	3181488
<b>KENMORE</b>	Aruba	KENMORE	IM-961105.15
<b>KENMORE</b>	Aruba	KENMORE	81127.22
<b>DIEHARD</b>	Australia	DIEHARD	734577
<b>DIEHARD</b>	Australia	DIEHARD	663683
<b>DIEHARD</b>	Australia	DIEHARD	1324203
<b>KENMORE</b>	Australia	KENMORE	1380865
<b>KENMORE</b>	Australia	KENMORE	736708
<b>KENMORE</b>	Australia	KENMORE	575457
<b>KENMORE</b>	Australia	KENMORE	575458



	Australia	KENMORE STYLIZED	128520
<b>DIEHARD</b>  <b>KENMORE</b>	Austria	DIEHARD	AM 3148/86
	Austria	KENMORE	AM876/63
<b>KENMORE</b>  <b>KENMORE</b>	Bahamas	KENMORE	32261
	Bahamas	KENMORE	9468
<b>KENMORE</b>  <b>KENMORE</b>	Bahrain	KENMORE	21137
	Barbados	KENMORE	6930
<b>KENMORE</b>  <b>KENMORE</b>  <b>KENMORE</b>	Barbados	KENMORE	81/25232
	Belize	KENMORE	4874
	Belize	KENMORE	4871
<b>KENMORE</b>  <b>KENMORE</b>	Belize	KENMORE	5902.08
	Belize	KENMORE	4872
<b>KENMORE</b>  <b>DIEHARD</b>	Benelux	KENMORE	561407
	Bermuda	DIEHARD	9934

<b>KENMORE</b>	Bermuda	KENMORE	8910
<b>KENMORE</b>	Bermuda	KENMORE	9938
<b>KENMORE</b>	Bermuda	KENMORE	9939
<b>DIEHARD</b>	Bolivia	DIEHARD	C-79060
<b>KENMORE</b>	Bolivia	KENMORE	C-37051/55959A
<b>KENMORE</b>	Bolivia	KENMORE	C-85142
<b>KENMORE</b>	Bolivia	KENMORE	C-85144
<b>KENMORE</b>	Bolivia	KENMORE	390
<b>KENMORE</b>	Bosnia-Herzegovina	KENMORE	UP-5491/00
<b>KENMORE</b>	Bosnia-Herzegovina	KENMORE	240688
<b>DIEHARD</b>	Brazil	DIEHARD	819434701
<b>DIEHARD</b>	Brazil	DIEHARD	830410740
<b>KENMORE</b>	Brazil	KENMORE	200011910
<b>KENMORE</b>	Brazil	KENMORE	831113197

<b>KENMORE</b>	Brazil	KENMORE	831113219
<b>KENMORE</b>	Brazil	KENMORE	820947911
<b>KENMORE</b>	Brazil	KENMORE	200011871
<b>KENMORE</b>	Brazil	KENMORE	820907944
<b>KENMORE</b>	British Virgin Islands	KENMORE	3700
<b>KENMORE</b>	Bulgaria	KENMORE	51576
	Canada	ACCELER-ICE	1144398
	Canada	COLDSPOT (Stylized)	539500
<b>DIEHARD</b>	Canada	DIEHARD	334797
	Canada	DIEHARD GOLD	670641
<b>DUAL ACTION</b>	Canada	DUAL-ACTION	593050
<b>ELITE</b>	Canada	ELITE	409142
	Canada	ENVIRONNEMENT DU FOYER KENMORE (AND DESIGN)	862677
	Canada	HANDI-CLEAN	770089

<b>HANDI-MATE JR.</b>	Canada	HANDI-MATE JR.	1465514
<b>INTUITION</b>  <b>KENMORE</b>	Canada	INTUITION	1465324
	Canada	KENMORE	196285
	Canada	KENMORE (AND DESIGN)	832789
	Canada	KENMORE CLASSIC CHOICES	694930
	Canada	KENMORE ECONOMIZER 5	699191
	Canada	KENMORE ELITE & DESIGN (HORIZONTAL)	1467007
	Canada	KENMORE ELITE (AND DESIGN) 3	1035068
	Canada	KENMORE HANDI-MATE JR.	1105978
	Canada	KENMORE HANDI-MATE JUNIOR	741392
	Canada	KENMORE HOME ENVIRONMENT CLEANER AIR & WATER (AND DESIGN)	862679
	Canada	KENMORE PREMALITE	1392258
<b>KENMORE PRO</b>	Canada	KENMORE PRO	1344331
	Canada	KENMORE SMART REACH	1026517

	Canada	KENMORE STYLIZED V2	1467006
	Canada	KENMORE TRUE SIMMER	0324769
	Canada	KENMORE ULTIMA	751331
	Canada	KENMORE ULTRA FILTER	1110041
	Canada	KENMORE ULTRA SOFT	1110042
	Canada	POWERMATE	435994
	Canada	POWER-MATE	473237
	Canada	QUICKCLEAN PERFORMANCE & Design	1735612
	Canada	QUIETGUARD	1225018
	Canada	STAIR GRIP	1465519
	Canada	TURBOZONE	1265727
	Canada	ULTRA WAVE	1144397
	Canada	WRINKLE GUARD	341048
	Caribbean Netherlands	KENMORE	5216

<b>KENMORE</b>	Caribbean Netherlands	KENMORE	5215
<b>DIEHARD</b>	Chile	DIEHARD	426536
<b>KENMORE</b>	Chile	KENMORE	837780
	Chile	KENMORE and Design	626735
	Chile	KENMORE and Design	626738
<b>DIEHARD</b>	Chile	KENMORE.CL	n/a
	China P.R.	DIEHARD	1917550
	China P.R.	DIEHARD	1150179
	China P.R.	DIEHARD & DIEHARD IN CHINESE CHARACTERS	3382156
	China P.R.	DIEHARD & DIEHARD IN CHINESE CHARACTERS	1714027
<b>KENMORE</b>	China P.R.	KENMORE	380084
<b>KENMORE</b>	China P.R.	KENMORE	380083
<b>KENMORE</b>	China P.R.	KENMORE	3656132
<b>KENMORE</b>	China P.R.	KENMORE	138314

<b>KENMORE</b>	China P.R.	KENMORE	1166880
	China P.R.	KENMORE (Chinese Characters)	12171982
	China P.R.	KENMORE (Chinese Characters)	12182532
	China P.R.	KENMORE (Chinese Characters)	12182531
	China P.R.	KENMORE (Chinese Characters)	12182530
	China P.R.	ULTRA CARE	12476817
	China P.R.	ULTRA CARE	12476818
<b>DIEHARD</b>	Colombia	DIEHARD	1996-006859
<b>KENMORE</b>	Colombia	KENMORE	274217
<b>KENMORE</b>	Colombia	KENMORE	274209
<b>KENMORE</b>	Colombia	KENMORE	274218
<b>KENMORE</b>	Colombia	KENMORE	274219
<b>DIEHARD</b>	Community Trademark	DIEHARD	9308933
<b>DIEHARD</b>	Community Trademark	DIEHARD	89946

<b>KENMORE</b>	Community Trademark	KENMORE	90845
<b>DIEHARD</b>	Costa Rica	DIEHARD	105632
<b>KENMORE</b>	Costa Rica	KENMORE	93590
<b>KENMORE</b>	Costa Rica	KENMORE	93944
<b>KENMORE</b>	Costa Rica	KENMORE	17287
<b>KENMORE</b>	Costa Rica	KENMORE	17288
<b>KENMORE</b>	Costa Rica	KENMORE	17289
<b>KENMORE</b>	Costa Rica	KENMORE	10362-2008
<b>DIEHARD</b>	Croatia	DIEHARD	Z980552A
<b>KENMORE</b>	Croatia	KENMORE	Z20001348A
<b>KENMORE</b>	Croatia	KENMORE	240688
<b>KENMORE</b>	Curacao	KENMORE	D-900164
<b>KENMORE</b>	Curacao	KENMORE	3444
<b>KENMORE</b>	Cyprus	KENMORE	58231

<b>KENMORE</b>	Cyprus	KENMORE	58232
<b>DIEHARD</b>	Czech Republic	DIEHARD	112614
<b>KENMORE</b>	Czech Republic	KENMORE	O-159420
<b>KENMORE</b>	Czech Republic	KENMORE	240688
<b>DIEHARD</b>	Denmark	DIEHARD	6124/1986
<b>KENMORE</b>	Denmark	KENMORE	VA200004049
<b>DIEHARD</b>	Dominican Republic	DIEHARD	n/a
<b>KENMORE</b>	Dominican Republic	KENMORE	2008-36936
<b>KENMORE</b>	Dominican Republic	KENMORE	29598
<b>KENMORE</b>	Dominican Republic	KENMORE	9427
<b>KENMORE</b>	Dominican Republic	KENMORE	9424
<b>KENMORE</b>	Dominican Republic	KENMORE	9421
<b>DIEHARD</b>	Ecuador	DIEHARD	851
<b>KENMORE</b>	Ecuador	KENMORE	2012

<b>KENMORE</b>	Ecuador	KENMORE	9811
<b>KENMORE</b>	Ecuador	KENMORE	207753
<b>KENMORE</b>	Egypt	KENMORE	57779
<b>KENMORE</b>	Egypt	KENMORE	57777
	El Salvador	COLDSPOT	5385
<b>DIEHARD</b>	El Salvador	DIEHARD	E-1030/96
<b>KENMORE</b>	El Salvador	KENMORE	5371
<b>KENMORE</b>	El Salvador	KENMORE	5372
<b>MY FIRST KENMORE</b>	El Salvador	MY FIRST KENMORE	2010101665
<b>DIEHARD</b>	Estonia	DIEHARD	9801074
<b>KENMORE</b>	Estonia	KENMORE	9801075
<b>DIEHARD</b>	Finland	DIEHARD	T198603477
	France	KENMORE	4410482
	French Polynesia	KENMORE	4410482

<b>DIEHARD</b>	Germany	DIEHARD	S43751
<b>KENMORE</b>	Ghana	KENMORE	21398
<b>KENMORE</b>	Ghana	KENMORE	21399
<b>DIEHARD</b>	Great Britain	DIEHARD	1279455
<b>DIEHARD</b>	Great Britain	DIEHARD	2527954
<b>KENMORE</b>	Great Britain	KENMORE	836755
<b>KENMORE</b>	Great Britain	KENMORE	836753
<b>KENMORE</b>	Grenada	KENMORE	85/2005
<b>KENMORE</b>	Grenada	KENMORE	84/2005
<b>KENMORE</b>	Guadeloupe	KENMORE (CAUTIONARY PUB.)	n/a
<b>KENMORE</b>	Guam	KENMORE	n/a
<b>DIEHARD</b>	Guatemala	DIEHARD	M-9182-5
<b>DIEHARD</b>	Guatemala	DIEHARD	M-9135-5
<b>KENMORE</b>	Guatemala	KENMORE	1955-09026

<b>KENMORE</b>	Guatemala	KENMORE	1955-09016
<b>KENMORE</b>	Guatemala	KENMORE	7801
<b>KENMORE</b>	Guatemala	KENMORE	1955-09017
<b>DIEHARD</b>	Guyana	DIEHARD	17071A
<b>KENMORE</b>	Guyana	KENMORE	21019
<b>KENMORE</b>	Guyana	KENMORE	21018
<b>DIEHARD</b>	Haiti	DIEHARD	N/A
<b>DIEHARD</b>	Honduras	DIEHARD	1718/96
<b>KENMORE</b>	Honduras	KENMORE	22573-11
<b>KENMORE</b>	Honduras	KENMORE	29676
<b>KENMORE</b>	Honduras	KENMORE	27246-10
<b>KENMORE</b>	Honduras	KENMORE	41962
<b>KENMORE</b>	Honduras	KENMORE	135010
<b>KENMORE</b>	Honduras	KENMORE	135210

<b>KENMORE</b>	Honduras	KENMORE	135310
<b>KENMORE</b>	Honduras	KENMORE	135410
<b>DIEHARD</b>	Hong Kong	DIEHARD	27931/2000
<b>KENMORE</b>	Hong Kong	KENMORE	228/83
	Hong Kong	KENMORE (CHINESE CHARACTERS)	15716/92
<b>DIEHARD</b>	Hungary	DIEHARD	M96 02008
<b>KENMORE</b>	Hungary	KENMORE	M0005184
<b>KENMORE</b>	Hungary	KENMORE	240688
	India	DIEHARD	3484480
	India	DIEHARD	3484478
	India	DIEHARD	3484477
	India	DIEHARD	3484479
<b>KENMORE</b>	India	KENMORE	979440
<b>KENMORE</b>	India	KENMORE	1678006

<b>KENMORE</b>	India	KENMORE	979441
<b>KENMORE</b>	India	KENMORE	2159108
	Indonesia	DIEHARD	D002014047556
	Indonesia	DIEHARD	D002014047559
<b>KENMORE</b>	Indonesia	KENMORE	D002008042433
	Indonesia	KENMORE	D002014047553
	Indonesia	KENMORE	D002014047555
<b>DIEHARD</b>	International	DIEHARD	1150179
<b>KENMORE</b>	International	KENMORE	240688
<b>KENMORE</b>	International	KENMORE	1166880
<b>DIEHARD</b>	Israel	DIEHARD	78887
<b>KENMORE</b>	Israel	KENMORE	121227
<b>KENMORE</b>	Israel	KENMORE	121226
<b>KENMORE</b>	Italy	KENMORE	MI2013C001664

<b>KENMORE</b>	Italy	KENMORE	41837C/89
<b>DIEHARD</b>	Jamaica	DIEHARD	9/1824
<b>KENMORE</b>	Jamaica	KENMORE	52865
<b>KENMORE</b>	Jamaica	KENMORE	11821
<b>KENMORE</b>	Jamaica	KENMORE	13509
<b>KENMORE</b>	Jamaica	KENMORE	11823
<b>DIEHARD</b>	Japan	DIEHARD	216518/1988
<b>DIEHARD</b>	Japan	DIEHARD	1150179
<b>KENMORE</b>	Japan	KENMORE	703546/1992
<b>KENMORE</b>	Japan	KENMORE	555799-2
<b>KENMORE</b>	Japan	KENMORE	879197
	Japan	KENMORE ELITE	4398086
	Japan	KENMORE IN KATAKANA	225339/1987
<b>KENMORE</b>	Jordan	KENMORE	23530

<b>KENMORE</b>	Kenya	KENMORE	50926
<b>KENMORE</b>	Kenya	KENMORE	50925
<b>DIEHARD</b>	Kuwait	DIEHARD	35425
<b>KENMORE</b>	Kuwait	KENMORE	98734
<b>KENMORE</b>	Kuwait	KENMORE	36606
<b>KENMORE</b>	Kuwait	KENMORE	35423
<b>KENMORE</b>	Kuwait	KENMORE	36605
<b>DIEHARD</b>	Latvia	DIEHARD	M-98-656
<b>KENMORE</b>	Latvia	KENMORE	M-98-657
<b>DIEHARD</b>	Liberia	DIEHARD	20493
<b>KENMORE</b>	Liechtenstein	KENMORE	240688
<b>DIEHARD</b>	Lithuania	DIEHARD	ZP-16197
<b>KENMORE</b>	Lithuania	KENMORE	98-1376
<b>DIEHARD</b>	Macao	DIEHARD	728

<b>KENMORE</b>	Macedonia	KENMORE	Z-20001175
<b>KENMORE</b>	Macedonia	KENMORE	240688
<b>KENMORE</b>	Malaysia	KENMORE	8021171
<b>KENMORE</b>	Malaysia	KENMORE	85002356
<b>KENMORE</b>	Malaysia	KENMORE	85002357
<b>KENMORE</b>	Malaysia	KENMORE	85002359
	Malaysia	KENMORE (CHINESE CHARACTERS)	92-06679
<b>KENMORE</b>	Malta	KENMORE	32320
<b>KENMORE</b>	Malta	KENMORE	32321
<b>KENMORE</b>	Marshall Islands	KENMORE (CAUTIONARY PUB.)	n/a
<b>DIEHARD</b>	Mexico	DIEHARD	1038482
<b>DIEHARD</b>	Mexico	DIEHARD	247195
	Mexico	KENMORE	1035252
	Mexico	KENMORE	1035256

<b>KENMORE</b>	Mexico	KENMORE	1035253
<b>KENMORE</b>	Mexico	KENMORE	67576
<b>KENMORE</b>	Mexico	KENMORE	67577
<b>KENMORE</b>	Mexico	KENMORE	1035255
<b>MY FIRST KENMORE</b>	Mexico	MY FIRST KENMORE	1079110
<b>KENMORE</b>	Micronesia	KENMORE (CAUTIONARY PUB.)	n/a
<b>KENMORE</b>	Monaco	KENMORE	240688
<b>KENMORE</b>	Montenegro	KENMORE	240688
<b>KENMORE</b>	Morocco	KENMORE	240688
<b>DIEHARD</b>	New Zealand	DIEHARD	813754
<b>DIEHARD</b>	New Zealand	DIEHARD	246109
	New Zealand	KENMORE	830497
<b>DIEHARD</b>	Nicaragua	DIEHARD	1996-04266
<b>KENMORE</b>	Nicaragua	KENMORE	2015260

<b>KENMORE</b>	Nicaragua	KENMORE	1012535
<b>KENMORE</b>	Nicaragua	KENMORE	2008-03817
<b>KENMORE</b>	Nigeria	KENMORE	25505
<b>KENMORE</b>	Nigeria	KENMORE	32727
<b>KENMORE</b>	Northern Mariana Islands	KENMORE (CAUTIONARY PUB.)	n/a
<b>DIEHARD</b>	Norway	DIEHARD	863619
<b>KENMORE</b>	Norway	KENMORE	80824
<b>KENMORE</b>	Oman	KENMORE	14934
<b>KENMORE</b>	Pakistan	KENMORE	335432
<b>KENMORE</b>	Pakistan	KENMORE	335434
<b>KENMORE</b>	Pakistan	KENMORE	335433
<b>DIEHARD</b>	Panama	DIEHARD	74287
<b>DIEHARD</b>	Panama	DIEHARD	74283
<b>KENMORE</b>	Panama	KENMORE	873

<b>KENMORE</b>	Panama	KENMORE	177855
<b>KENMORE</b>	Panama	KENMORE	74530
<b>KENMORE</b>	Panama	KENMORE	74531
<b>KENMORE</b>	Panama	KENMORE	6583
<b>KENMORE</b>	Panama	KENMORE	6630
<b>DIEHARD</b>	Paraguay	DIEHARD	17161
<b>DIEHARD</b>	Peru	DIEHARD	156540
<b>KENMORE</b>	Peru	KENMORE	628615
<b>KENMORE</b>	Peru	KENMORE	628616
<b>KENMORE</b>	Peru	KENMORE	628617
<b>DIEHARD</b>	Philippines	KENMORE	4-2014-00012593
<b>DIEHARD</b>	Poland	DIEHARD	Z-185922
<b>KENMORE</b>	Poland	KENMORE	Z-98126
<b>KENMORE</b>	Portugal	KENMORE	143869 N

<b>KENMORE</b>	Portugal	KENMORE	124368 P
<b>KENMORE</b>	Portugal	KENMORE	124369 R
<b>KENMORE</b>	Puerto Rico	KENMORE	13039
<b>KENMORE</b>	Puerto Rico	KENMORE	13040
<b>KENMORE</b>	Puerto Rico	KENMORE	13038
<b>KENMORE</b>	Puerto Rico	KENMORE	13042
<b>KENMORE</b>	Puerto Rico	KENMORE	13041
<b>KENMORE</b>	Qatar	KENMORE	16091
<b>KENMORE</b>	Romania	KENMORE	240688
<b>DIEHARD</b>	Russian Federation	DIEHARD	95702819
<b>KENMORE</b>	Russian Federation	KENMORE	140227
<b>KENMORE</b>	Russian Federation	KENMORE	2000724724
<b>KENMORE</b>	Samoa	KENMORE	5547
<b>KENMORE</b>	San Marino	KENMORE	240688

<b>DIEHARD</b>	Saudi Arabia	DIEHARD (English and Arabic/Latin Characters)	10119
<b>KENMORE</b>	Saudi Arabia	KENMORE	136301
<b>KENMORE</b>	Saudi Arabia	KENMORE (English and in Arabic/Latin Characters)	10106
<b>KENMORE</b>	Saudi Arabia	KENMORE (English and in Arabic/Latin Characters)	220/45
<b>KENMORE</b>	Saudi Arabia	KENMORE (English and in Arabic/Latin Characters)	220/44
<b>KENMORE</b>	Serbia-Montenegro	KENMORE	240688
<b>DIEHARD</b>	Singapore	DIEHARD	T01/00050E
<b>KENMORE</b>	Singapore	KENMORE	T0017203E
<b>KENMORE</b>	Singapore	KENMORE	S/71282
<b>KENMORE</b>	Singapore	KENMORE	S/71281
<b>KENMORE</b>	Singapore	KENMORE	T00/17204C
<b>KENMORE</b>	Singapore	KENMORE	S/71283
楷 模	Singapore	KENMORE (CHINESE CHARACTERS)	B6646/92
楷 模	Singapore	KENMORE (CHINESE CHARACTERS)	7049/92

<b>KENMORE</b>	Sint Maarten	KENMORE	6230
<b>KENMORE</b>	Sint Maarten	KENMORE	12916
<b>DIEHARD</b>	Slovak Republic	DIEHARD	O-POZ-1281-9
<b>KENMORE</b>	Slovak Republic	KENMORE	O-3752-2000
<b>KENMORE</b>	Slovak Republic	KENMORE	240688
<b>DIEHARD</b>	Slovenia	DIEHARD	Z-9670996
<b>KENMORE</b>	Slovenia	KENMORE	Z-200071481
<b>KENMORE</b>	Slovenia	KENMORE	240688
<b>DIEHARD</b>	South Africa	DIEHARD	83/4595
<b>KENMORE</b>	South Africa	KENMORE	B77/4878
<b>KENMORE</b>	South Africa	KENMORE	B77/B4880
<b>KENMORE</b>	South Africa	KENMORE	B77/4879
<b>DIEHARD</b>	South Korea	DIEHARD	99-16526
<b>DIEHARD</b>	South Korea	DIEHARD	87-1716

<b>KENMORE</b>	South Korea	KENMORE	96-4534
<b>KENMORE</b>	South Korea	KENMORE	40-2011-0017287
<b>KENMORE</b>	South Korea	KENMORE	96-4533
<b>KENMORE</b>	South Korea	KENMORE	85-9067
<b>DIEHARD</b>	Spain	DIEHARD	1163657
<b>KENMORE</b>	Spain	KENMORE	423434
<b>KENMORE</b>	St. Lucia	KENMORE	n/a
<b>KENMORE</b>	St. Vincent	KENMORE	216/2010
<b>KENMORE</b>	Surinam	KENMORE	19939
<b>DIEHARD</b>	Sweden	DIEHARD	86-6984
<b>KENMORE</b>	Sweden	KENMORE	2928/62
<b>DIEHARD</b>	Switzerland	DIEHARD	5997
<b>KENMORE</b>	Switzerland	KENMORE	1658
<b>DIEHARD</b>	Taiwan	DIEHARD	82033570

<b>DIEHARD</b>	Taiwan	DIEHARD	82033569
<b>DIEHARD</b>	Taiwan	DIEHARD	82033568
<b>DIEHARD</b>	Taiwan	DIEHARD	80004890
<b>KENMORE</b>	Taiwan	DIEHARD (ENGLISH AND CHINESE CHARACTERS)	79017139
	Taiwan	KENMORE	86029253
<b>KENMORE</b>	Taiwan	KENMORE	650002452
<b>KENMORE</b>	Taiwan	KENMORE	71006294
<b>KENMORE</b>	Taiwan	KENMORE	86029260
<b>KENMORE</b>	Taiwan	KENMORE	65002451
<b>楷 模</b>	Taiwan	KENMORE (CHINESE CHARACTERS)	80051623
<b>KENMORE 楷 模</b>	Taiwan	KENMORE (IN ENGLISH AND CHINESE)	86029261
<b>KENMORE 楷 模</b>	Taiwan	KENMORE (IN ENGLISH AND CHINESE)	86029254
<b>KENMORE 楷 模</b>	Taiwan	KENMORE (IN ENGLISH AND CHINESE)	79037247
	Taiwan	KENMORE ELITE	89064124

	Taiwan	SEARS KENMORE (in Chinese Characters)	92058794
	Taiwan	SEARS KENMORE (in Chinese Characters)	92058790
	Taiwan	SEARS KENMORE (in Chinese Characters)	92058792
<b>ULTRA PLUS</b>	Taiwan	SEARS KENMORE (in Chinese Characters)	92058796
	Taiwan	ULTRA PLUS	100011535
<b>DIEHARD</b>  <b>KENMORE</b>	Thailand	DIEHARD	357174
	Thailand	KENMORE	513821
<b>KENMORE</b>  <b>DIEHARD</b>  <b>KENMORE</b>	Tonga	KENMORE	TO/M/09/02084
	Trinidad & Tobago	DIEHARD	28928
	Trinidad & Tobago	KENMORE	40411
<b>KENMORE</b>  <b>KENMORE</b>	Trinidad & Tobago	KENMORE	11395
	Turkey	KENMORE	2000027611
<b>DIEHARD</b>  <b>KENMORE</b>	Ukraine	DIEHARD	98051887/T
	Ukraine	KENMORE	98051886

<b>KENMORE</b>	United Arab Emirates	KENMORE	20472
<b>KENMORE</b>	United Arab Emirates	KENMORE	126070
<b>KENMORE</b>	United Arab Emirates	KENMORE	40624
<b>DIEHARD</b>	United Arab Emirates	KENMORE ELITE	159968
	Uruguay	DIEHARD	486.542
<b>KENMORE</b>	Uruguay	KENMORE	421153
<b>KENMORE</b>	Uruguay	KENMORE	222742
<b>KENMORE</b>	Uruguay	KENMORE	395.472
<b>DIEHARD</b>	Venezuela	COLDSPOT	24257
	Venezuela	DIEHARD	002864-84
<b>KENMORE</b>	Venezuela	KENMORE	6389
<b>KENMORE</b>	Venezuela	KENMORE	22617
<b>KENMORE</b>	Venezuela	KENMORE	222
<b>KENMORE</b>	Venezuela	KENMORE	6390

<b>KENMORE</b>	Vietnam	KENMORE	240688
<b>KENMORE</b>	Cayman Islands	KENMORE	836755

\*- items denoted with an asterisk are assigned solely to the extent of Sellers' right, title or interest thereir

Application Date	Registration Number	Registration Date	Owner
02/26/2009	4718	11/08/2011	SEARS BRANDS, L.L.C.
02/18/1999	2025	03/08/2000	SEARS BRANDS, L.L.C.
08/02/2012	2607863	11/19/2013	SEARS BRANDS, L.L.C.
08/02/2012	2607862	11/19/2013	SEARS BRANDS, L.L.C.
11/04/1996	18270	01/15/1997	SEARS BRANDS, L.L.C.
11/27/2008	27721	01/29/2009	SEARS BRANDS, L.L.C.
05/15/1997	734577	05/15/1997	SEARS BRANDS, L.L.C.
06/09/1995	663683	06/09/1995	SEARS BRANDS, L.L.C.
10/02/2009	1324203	05/12/2010	SEARS BRANDS, L.L.C.
08/30/2010	1380865	04/14/2011	SEARS BRANDS, L.L.C.
06/12/1997	736708	06/12/1997	SEARS BRANDS, L.L.C.
03/27/1992	575457	03/27/1992	SEARS BRANDS, L.L.C.
03/27/1992	575458	03/27/1992	SEARS BRANDS, L.L.C.

07/23/1956	A128520	07/23/1956	SEARS BRANDS, L.L.C.
10/01/1986	115126	01/21/1987	SEARS BRANDS, L.L.C.
04/08/1963	50499	06/27/1983	SEARS BRANDS, L.L.C.
11/24/2008	32261	07/18/2013	SEARS BRANDS, L.L.C.
06/07/1979	9468	06/07/1979	SEARS BRANDS, L.L.C.
10/22/1996	21137	10/22/1996	SEARS, ROEBUCK AND CO.
06/08/1979	81/5153	06/08/1996	SEARS BRANDS, L.L.C.
10/20/2008	81/25232	05/17/2012	SEARS BRANDS, L.L.C.
07/11/1962	4874	07/11/1962	SEARS BRANDS, L.L.C.
07/11/1962	4871	07/11/1962	SEARS BRANDS, L.L.C.
12/17/2008	5902.08	04/20/2009	SEARS BRANDS, L.L.C.
07/11/1962	4872	07/11/1962	SEARS BRANDS, L.L.C.
12/09/1983	109904	12/09/1983	SEARS BRANDS, L.L.C.
03/05/1982	9934	03/05/1982	SEARS BRANDS, L.L.C.

08/31/1979	8910	09/05/1979	SEARS BRANDS, L.L.C.
03/05/1989	9938	03/05/1989	SEARS BRANDS, L.L.C.
03/05/1982	9939	03/05/1982	SEARS BRANDS, L.L.C.
09/11/1997	77554-A	06/06/2000	SEARS BRANDS, L.L.C.
01/15/2001	A-40699	03/25/1980	SEARS BRANDS, L.L.C.
01/15/2001	80960-A	10/01/2001	SEARS BRANDS, L.L.C.
01/15/2001	84658-A	03/25/1980	SEARS BRANDS, L.L.C.
01/15/2001	80961-A	10/01/2001	SEARS BRANDS, L.L.C.
09/28/2000	BAZ004531	04/16/2006	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
08/26/1996	819434701	04/06/1999	SEARS BRANDS, L.L.C.
09/29/2009	830410740	08/14/2012	SEARS BRANDS, L.L.C.
07/16/1998	200011910	07/17/2001	SEARS BRANDS, L.L.C.
07/07/2011	831113197	09/02/2014	SEARS BRANDS, L.L.C.

07/07/2011	831113219	09/02/2014	SEARS BRANDS, L.L.C.
07/31/1998	820947911	07/17/2001	SEARS BRANDS, L.L.C.
07/16/1998	200011871	07/17/2001	SEARS BRANDS, L.L.C.
07/16/1998	820907944	07/17/2001	SEARS BRANDS, L.L.C.
12/30/2008	5007	06/28/2009	SEARS BRANDS, L.L.C.
09/27/2000	40767	01/01/2002	SEARS BRANDS, L.L.C.
06/20/2002	592070	10/09/2003	SEARS BRANDS, L.L.C.
04/03/1985	313292	04/18/1986	SEARS BRANDS, L.L.C.
07/20/1970	TMA179516	11/12/1971	SEARS BRANDS, L.L.C.
11/16/1990	TMA396704	04/03/1992	SEARS BRANDS, L.L.C.
10/08/1987	345429	09/30/1988	SEARS BRANDS, L.L.C.
04/04/1977	296265	10/19/1984	SEARS BRANDS, L.L.C.
11/27/1997	533136	09/21/2000	SEARS BRANDS, L.L.C.
12/05/1994	456001	03/22/1996	SEARS BRANDS, L.L.C.

01/12/2010	782711	11/17/2010	SEARS BRANDS, L.L.C.
01/11/2010	782714	11/17/2010	SEARS BRANDS, L.L.C.
08/05/1947	27933	08/05/1947	SEARS BRANDS, L.L.C.
01/03/1997	490679	03/02/1998	SEARS BRANDS, L.L.C.
12/05/1991	428087	06/03/1994	SEARS BRANDS, L.L.C.
02/19/1992	424594	03/04/1994	SEARS BRANDS, L.L.C.
01/26/2010	TMA942914	07/11/2016	SEARS BRANDS, L.L.C.
11/05/1999	634375	03/04/2005	SEARS BRANDS, L.L.C.
06/11/2001	594715	11/13/2003	SEARS BRANDS, L.L.C.
11/15/1993	444974	07/07/1995	SEARS BRANDS, L.L.C.
11/27/1997	533304	09/25/2000	SEARS BRANDS, L.L.C.
04/21/2008	744624	08/04/2009	SEARS BRANDS, L.L.C.
04/20/2007	708081	02/22/2008	SEARS BRANDS, L.L.C.
08/23/1999	TMA569192	10/21/2002	SEARS BRANDS, L.L.C.

01/26/2010	tma942907	07/11/2016	SEARS BRANDS, L.L.C.
08/01/1969	TMA169885	07/03/1970	SEARS BRANDS, L.L.C.
04/06/1994	442197	04/21/1995	SEARS BRANDS, L.L.C.
07/20/2001	583479	06/11/2003	SEARS BRANDS, L.L.C.
07/20/2001	607359	04/08/2004	SEARS BRANDS, L.L.C.
02/19/1979	251850	10/24/1980	SEARS BRANDS, L.L.C.
07/27/1981	274802	12/10/1982	SEARS BRANDS, L.L.C.
07/03/2015			KMART CORPORATION
07/27/2004	650971	10/20/2005	SEARS BRANDS, L.L.C.
01/12/2010	782708	11/17/2010	SEARS BRANDS, L.L.C.
07/21/2005	664614	05/18/2006	SEARS BRANDS, L.L.C.
06/20/2002	607484	04/13/2004	SEARS BRANDS, L.L.C.
03/17/1971	TMA182309	04/07/1972	SEARS BRANDS, L.L.C.
10/09/2011	5216	10/09/2011	SEARS, ROEBUCK AND CO.

10/09/2011	5215	10/09/2011	SEARS BRANDS, L.L.C.
09/08/1998	848551	11/10/1998	SEARS, ROEBUCK AND CO.
08/04/1998	859677	09/23/1998	SEARS BRANDS, L.L.C.
10/31/2003	1159754	02/17/2005	SEARS BRANDS, L.L.C.
10/31/2003	1156538	01/18/2005	SEARS BRANDS, L.L.C.
07/06/2010	n/a	07/06/2010	SEARS BRANDS, L.L.C.
02/01/2001	1917550	04/28/2005	SEARS BRANDS, L.L.C.
08/10/2012			SEARS BRANDS, L.L.C.
11/26/2002	3382156	03/14/2004	SEARS BRANDS, L.L.C.
01/31/2001	1714027	02/14/2002	SEARS BRANDS, L.L.C.
07/05/1980	380084	07/05/1980	SEARS BRANDS, L.L.C.
07/05/1980	380083	07/05/1980	SEARS BRANDS, L.L.C.
08/01/2003	3656132	03/14/2005	SEARS BRANDS, L.L.C.
07/05/1980	138314	07/05/1980	SEARS BRANDS, L.L.C.

10/25/2012			SEARS BRANDS, L.L.C.
02/16/2013	12171982	07/28/2014	SEARS BRANDS, L.L.C.
02/21/2013	12182532	08/07/2014	SEARS BRANDS, L.L.C.
02/21/2013	12182531	08/07/2014	SEARS BRANDS, L.L.C.
02/21/2013	12182530	08/07/2014	SEARS BRANDS, L.L.C.
04/24/2013	12476817	09/28/2014	SEARS BRANDS, L.L.C.
04/24/2013	12476818	09/28/2014	SEARS BRANDS, L.L.C.
08/21/1996	188471	08/21/1996	SEARS BRANDS, L.L.C.
08/05/1987	23378	01/26/1988	SEARS BRANDS, L.L.C.
08/05/1987	23378-C	01/26/1988	SEARS BRANDS, L.L.C.
08/05/1987	23378-B	01/26/1988	SEARS BRANDS, L.L.C.
08/05/1987	23378-A	01/26/1988	SEARS BRANDS, L.L.C.
08/11/2010	9308933	02/03/2011	SEARS BRANDS, L.L.C.
04/01/1996	89946	07/16/1999	SEARS BRANDS, L.L.C.

04/01/1996	90845	07/19/1999	SEARS BRANDS, L.L.C.
01/17/1997	101383	05/27/1997	SEARS BRANDS, L.L.C.
10/25/1995	93590	10/25/1995	SEARS BRANDS, L.L.C.
11/22/1995	93944	11/22/1995	SEARS BRANDS, L.L.C.
12/03/1985	17287	12/03/1985	SEARS BRANDS, L.L.C.
12/03/1985	17288	12/03/1985	SEARS BRANDS, L.L.C.
11/03/1955	17289	12/03/1985	SEARS BRANDS, L.L.C.
10/16/2008	186498	02/09/2009	SEARS BRANDS, L.L.C.
05/07/1998	Z980552	11/18/1998	SEARS BRANDS, L.L.C.
09/28/2000	Z20001348	09/28/2000	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
04/14/2009	14421	04/14/2009	SEARS BRANDS, L.L.C.
06/13/1957	07458	06/13/1957	SEARS BRANDS, L.L.C.
10/27/2000	58231	10/27/2000	SEARS, ROEBUCK AND CO.

10/27/2000	58232	10/27/2000	SEARS, ROEBUCK AND CO.
06/27/1996	204946	10/31/1997	SEARS BRANDS, L.L.C.
09/26/2000	240124	09/26/2000	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
09/23/1986	2264/1988	06/10/1988	SEARS BRANDS, L.L.C.
09/27/2000	VR200005431	11/23/2000	SEARS BRANDS, L.L.C.
01/15/1996	81515	01/15/1996	SEARS BRANDS, L.L.C.
10/17/2008	171976	01/15/2009	SEARS BRANDS, L.L.C.
10/17/1979	29598	10/17/1979	SEARS BRANDS, L.L.C.
03/30/1956	9427	03/30/1956	SEARS BRANDS, L.L.C.
03/31/1956	9424	03/31/1956	SEARS BRANDS, L.L.C.
03/31/1956	9421	03/31/1956	SEARS BRANDS, L.L.C.
01/07/1982	3816	05/17/1982	SEARS BRANDS, L.L.C.
05/16/1967	3817	02/12/1968	SEARS BRANDS, L.L.C.

04/03/1990	175	07/25/1995	SEARS BRANDS, L.L.C.
11/27/2008	82793	04/06/2009	SEARS BRANDS, L.L.C.
07/24/1980	57779	07/24/1980	SEARS BRANDS, L.L.C.
07/24/1980	57777	01/31/1988	SEARS BRANDS, L.L.C.
03/03/1958	5385Book23	03/03/1958	SEARS BRANDS, L.L.C.
03/05/1996	104Book191	01/09/2007	SEARS BRANDS, L.L.C.
02/10/1958	5371Book23	02/20/1958	SEARS BRANDS, L.L.C.
02/10/1958	5372Book23	02/20/1958	SEARS BRANDS, L.L.C.
06/14/2010	237Book171	07/18/2011	SEARS BRANDS, L.L.C.
05/19/1998	30003	01/10/2000	SEARS BRANDS, L.L.C.
05/19/1998	30004	01/10/2000	SEARS BRANDS, L.L.C.
09/02/1986	101349	04/20/1988	SEARS BRANDS, L.L.C.
12/05/2017	174410482	12/05/2017	SEARS BRANDS, L.L.C.
12/05/2017	174410482	12/05/2017	SEARS BRANDS, L.L.C.

09/01/1986	1114454	11/17/1987	SEARS BRANDS, L.L.C.
10/27/1978	21398	10/27/1985	SEARS BRANDS, L.L.C.
10/27/1978	21399	10/27/1985	SEARS BRANDS, L.L.C.
09/15/1986	1279455	10/21/1988	SEARS BRANDS, L.L.C.
10/06/2009	2527954	04/09/2010	SEARS BRANDS, L.L.C.
07/11/1962	836755	07/11/1962	SEARS BRANDS, L.L.C.
07/11/1962	836753	07/11/1962	SEARS BRANDS, L.L.C.
07/11/2007	85/2005	07/11/2007	SEARS BRANDS, L.L.C.
07/11/2007	84/2005	07/11/2007	SEARS BRANDS, L.L.C.
03/09/2011	918	03/09/2011	SEARS BRANDS, L.L.C.
04/06/2010	TPC800270824	04/06/2010	SEARS BRANDS, L.L.C.
12/12/1995	97303	08/10/1999	SEARS BRANDS, L.L.C.
12/11/1995	96401	06/15/1999	SEARS BRANDS, L.L.C.
	9604	03/23/1956	SEARS BRANDS, L.L.C.

	9561 B/34/34	03/15/1956	SEARS BRANDS, L.L.C.
07/07/1980	40715	01/05/1981	SEARS BRANDS, L.L.C.
	9562	03/15/1956	SEARS BRANDS, L.L.C.
11/10/1998	17071A	02/24/2004	SEARS, ROEBUCK AND CO.
09/06/2005	21019	08/31/2009	SEARS BRANDS, L.L.C.
09/06/2005	21018	08/31/2009	SEARS BRANDS, L.L.C.
10/25/1989	254/169	07/09/1990	SEARS BRANDS, L.L.C.
02/20/1996	70273	12/16/1997	SEARS BRANDS, L.L.C.
07/07/2011	117817	11/07/2011	SEARS BRANDS, L.L.C.
04/10/1979	29676	07/02/1981	SEARS BRANDS, L.L.C.
09/08/2010	114850	01/17/2011	SEARS BRANDS, L.L.C.
07/07/1983	41962	07/07/1983	SEARS BRANDS, L.L.C.
02/10/1970	16584	02/10/1970	SEARS BRANDS, L.L.C.
02/10/1970	16583	02/10/1970	SEARS BRANDS, L.L.C.

02/10/1970	16582	02/10/1970	SEARS BRANDS, L.L.C.
02/10/1970	16592	02/10/1970	SEARS BRANDS, L.L.C.
12/28/2000	200109457	12/28/2000	SEARS BRANDS, L.L.C.
01/25/1983	1986B0677AA	01/25/1983	SEARS BRANDS, L.L.C.
09/11/1992	1997B02083AA	09/11/1992	SEARS BRANDS, L.L.C.
06/21/1996	145821	07/18/1997	SEARS BRANDS, L.L.C.
09/29/2000	175319	01/01/2002	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
02/15/2017	3484480	10/10/2017	SEARS BRANDS, L.L.C.
02/15/2017	3484478	08/01/2017	SEARS BRANDS, L.L.C.
02/15/2017			SEARS BRANDS, L.L.C.
02/15/2017			SEARS BRANDS, L.L.C.
12/26/2000	979440	06/21/2005	SEARS BRANDS, L.L.C.
04/21/2008	1678006	07/20/2011	SEARS BRANDS, L.L.C.

12/26/2000	979441	12/26/2000	SEARS BRANDS, L.L.C.
06/13/2011	2159108	09/25/2016	SEARS BRANDS, L.L.C.
10/17/2014	IDM000551103	11/07/2016	SEARS BRANDS, L.L.C.
10/17/2014	IDM000551104	11/07/2016	SEARS BRANDS, L.L.C.
11/28/2008	IDM000259992	07/19/2010	SEARS BRANDS, L.L.C.
10/17/2014	IDM000551102	11/07/2016	SEARS BRANDS, L.L.C.
10/17/2014			SEARS BRANDS, L.L.C.
08/10/2012	1150179	08/10/2012	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
10/25/2012	1166880	10/25/2012	SEARS BRANDS, L.L.C.
01/29/1991	78887	02/02/1994	SEARS BRANDS, L.L.C.
07/23/1998	121227	12/15/1999	SEARS BRANDS, L.L.C.
07/23/1998	121226	12/15/1999	SEARS BRANDS, L.L.C.
02/22/1983	1530581	10/27/1986	SEARS BRANDS, L.L.C.

09/27/1989	1254835	05/18/1992	SEARS BRANDS, L.L.C.
03/01/1996	B30500	05/06/1998	SEARS BRANDS, L.L.C.
10/17/2008	52865	04/22/2010	SEARS BRANDS, L.L.C.
03/18/1967	11821	03/18/1967	SEARS BRANDS, L.L.C.
03/18/1967	13509	03/18/1967	SEARS BRANDS, L.L.C.
03/18/1967	11823	03/18/1967	SEARS BRANDS, L.L.C.
06/06/1975	1374730	02/27/1979	SEARS BRANDS, L.L.C.
08/10/2012	1150179	08/10/2012	SEARS BRANDS, L.L.C.
07/04/1982	970301	07/04/1982	SEARS BRANDS, L.L.C.
09/21/1960	555799-2	09/21/1960	SEARS BRANDS, L.L.C.
11/11/1970	879197	11/11/1970	SEARS BRANDS, L.L.C.
07/07/2000	4398086	07/07/2000	SEARS BRANDS, L.L.C.
08/08/1974	1334521	05/15/1978	SEARS BRANDS, L.L.C.
01/28/1988	25174	01/28/1988	SEARS BRANDS, L.L.C.

11/15/2000	50926	11/15/2000	SEARS BRANDS, L.L.C.
11/15/2000	50925	11/15/2000	SEARS BRANDS, L.L.C.
12/24/1996	32200	06/16/2001	SEARS BRANDS, L.L.C.
10/26/2008	81389	08/25/2009	SEARS BRANDS, L.L.C.
05/21/1997	32912	06/16/2001	SEARS BRANDS, L.L.C.
12/24/1996	32234	12/24/1996	SEARS BRANDS, L.L.C.
05/21/1997	32879	06/16/2001	SEARS BRANDS, L.L.C.
04/08/1998	M43889	06/20/1999	SEARS BRANDS, L.L.C.
04/08/1998	M43890	06/20/1999	SEARS BRANDS, L.L.C.
04/17/1978	00125/2008	04/17/1978	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
07/08/1994	25931	11/13/1997	SEARS BRANDS, L.L.C.
04/30/1998	37282	02/18/2000	SEARS BRANDS, L.L.C.
09/03/1987	00728-M	11/06/1995	SEARS BRANDS, L.L.C.

09/27/2000	10032	01/01/2002	SEARS, ROEBUCK AND CO.
02/27/1961	240688	02/27/1961	SEARS, ROEBUCK AND CO.
10/23/2008	8021171	04/29/2010	SEARS BRANDS, L.L.C.
05/31/1985	85002356	05/31/1985	SEARS BRANDS, L.L.C.
05/31/1985	85002357	05/31/1985	SEARS BRANDS, L.L.C.
05/31/1985	85002359	05/31/1985	SEARS BRANDS, L.L.C.
09/22/1992	92006679	09/22/1992	SEARS BRANDS, L.L.C.
09/29/2000	32320	09/29/2000	SEARS BRANDS, L.L.C.
09/29/2000	32321	09/29/2000	SEARS BRANDS, L.L.C.
03/11/2011	31	08/23/2013	SEARS BRANDS, L.L.C.
10/05/2009	1168276	07/13/2010	SEARS BRANDS, L.L.C.
11/03/1995	511093	11/28/1995	SEARS BRANDS, L.L.C.
09/22/2009	1141646	02/08/2010	SEARS BRANDS, L.L.C.
09/22/2009	1141647	02/08/2010	SEARS BRANDS, L.L.C.

09/22/2009	1184144	10/15/2010	SEARS BRANDS, L.L.C.
03/31/1955	83344	01/01/1956	SEARS BRANDS, L.L.C.
03/31/1955	81992	03/06/1956	SEARS BRANDS, L.L.C.
09/22/2009	1184145	10/15/2010	SEARS BRANDS, L.L.C.
03/31/2010	1153992	04/21/2010	SEARS BRANDS, L.L.C.
03/21/2011	15	08/26/2013	SEARS BRANDS, L.L.C.
02/27/1981	240688	02/27/1961	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
10/05/2009	813754	04/08/2010	SEARS BRANDS, L.L.C.
02/23/1995	246109	02/23/1995	SEARS BRANDS, L.L.C.
09/15/2010	830497	05/15/2011	SEARS BRANDS, L.L.C.
12/06/1996	36620CC	02/27/1998	SEARS BRANDS, L.L.C.
07/16/1980	15260CC	06/25/1983	SEARS BRANDS, L.L.C.

03/15/1963	12535	06/10/1963	SEARS BRANDS, L.L.C.
10/23/2008	2010089492LM	03/04/2010	SEARS BRANDS, L.L.C.
05/14/1975	25505	05/14/1975	SEARS BRANDS, L.L.C.
05/01/1978	32727	12/05/1991	SEARS BRANDS, L.L.C.
02/18/2011	19	02/18/2011	SEARS BRANDS, L.L.C.
09/12/1986	131307	01/07/1988	SEARS BRANDS, L.L.C.
11/04/1963	70394	11/09/1986	SEARS BRANDS, L.L.C.
12/22/1996	14934	12/22/1996	SEARS BRANDS, L.L.C.
03/01/2013	335432	02/02/2016	SEARS BRANDS, L.L.C.
03/01/2013			SEARS BRANDS, L.L.C.
03/01/2013			SEARS BRANDS, L.L.C.
05/20/1996	74287	05/20/1996	SEARS BRANDS, L.L.C.
05/20/1996	74283	05/20/1996	SEARS BRANDS, L.L.C.
03/21/1990	24441	03/21/1990	SEARS BRANDS, L.L.C.

12/12/2008	177855	12/12/2008	SEARS BRANDS, L.L.C.
01/20/1990	74530	01/20/1990	SEARS BRANDS, L.L.C.
01/20/1990	74531	01/20/1990	SEARS BRANDS, L.L.C.
01/20/1960	6583	01/20/2000	SEARS BRANDS, L.L.C.
05/04/1960	6630	05/04/1960	SEARS BRANDS, L.L.C.
08/20/1996	337511	01/19/2000	SEARS BRANDS, L.L.C.
04/13/1982	45735	09/17/1982	SEARS BRANDS, L.L.C.
09/07/1995	33971	09/07/1990	SEARS BRANDS, L.L.C.
05/23/1990	36315	08/10/1990	SEARS BRANDS, L.L.C.
07/31/1990	33670	08/10/1990	SEARS BRANDS, L.L.C.
10/10/2014	4-2014-00012593	05/21/2015	SEARS BRANDS, L.L.C.
04/16/1998	128602	03/30/2001	SEARS BRANDS, L.L.C.
04/05/1991	R-72556	12/23/1993	SEARS BRANDS, L.L.C.
07/26/1967	143869	08/20/1968	SEARS BRANDS, L.L.C.

05/13/1964	124368	04/18/1968	SEARS BRANDS, L.L.C.
05/13/1964	124369	04/18/1968	SEARS BRANDS, L.L.C.
01/29/1964	13039	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13040	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13038	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13042	05/14/1965	SEARS BRANDS, L.L.C.
01/29/1964	13041	05/14/1965	SEARS BRANDS, L.L.C.
12/12/1996	16091	12/12/1996	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
03/16/1995	141794	05/17/1996	SEARS BRANDS, L.L.C.
07/24/1991	102953	03/05/1992	SEARS BRANDS, L.L.C.
09/27/2000	213339	01/01/2002	SEARS BRANDS, L.L.C.
01/05/2009	5547	01/21/2010	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.

10/15/1989	220/46	06/19/1990	SEARS BRANDS, L.L.C.
10/18/2008	1113/19	12/14/2009	SEARS BRANDS, L.L.C.
10/15/1989	220/43	06/19/1990	SEARS BRANDS, L.L.C.
10/16/1989	220/45	06/19/1990	SEARS BRANDS, L.L.C.
10/16/1989	220/44	06/19/1990	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
01/02/2001	T01/00050E	01/01/2002	SEARS BRANDS, L.L.C.
09/29/2000	T0017203E	09/29/2000	SEARS BRANDS, L.L.C.
04/22/1977	T7771282D	04/22/1984	SEARS BRANDS, L.L.C.
04/22/1977	T7771281F	04/22/1984	SEARS BRANDS, L.L.C.
09/29/2000	T00/17204C	09/29/2000	SEARS BRANDS, L.L.C.
04/22/1977	T7771283B	04/22/1984	SEARS BRANDS, L.L.C.
08/31/1992	T9206646F	08/31/1992	SEARS BRANDS, L.L.C.
09/16/1992	T9207049H	09/16/1992	SEARS BRANDS, L.L.C.

12/31/2001	6230	01/16/2002	SEARS BRANDS, L.L.C.
04/14/2009	12916	12/16/2009	SEARS BRANDS, L.L.C.
07/04/1996	185092	04/19/1999	SEARS BRANDS, L.L.C.
12/15/2000	200283	12/15/2000	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
07/22/1996	9670996	06/20/1997	SEARS BRANDS, L.L.C.
09/27/2000	200071481	09/27/2000	SEARS BRANDS, L.L.C.
02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
07/08/1983	83/4595	07/08/1983	SEARS BRANDS, L.L.C.
11/03/1977	B77/4878	11/03/1987	SEARS BRANDS, L.L.C.
11/03/1977	B77/4880	11/03/1987	SEARS BRANDS, L.L.C.
11/03/1977	B77/4879	11/03/1977	SEARS BRANDS, L.L.C.
05/17/1999	466232	03/07/2000	SEARS BRANDS, L.L.C.
01/27/1987	153955	05/06/1998	SEARS BRANDS, L.L.C.

02/08/1996	378839	10/21/1997	SEARS BRANDS, L.L.C.
04/04/2011	40-0926945	07/11/2012	SEARS BRANDS, L.L.C.
02/08/1996	393949	02/03/1998	SEARS BRANDS, L.L.C.
05/29/1985	125821	05/20/1986	SEARS BRANDS, L.L.C.
10/13/1986	1163657	08/20/1987	SEARS BRANDS, L.L.C.
05/10/1963	423434	11/24/1964	SEARS BRANDS, L.L.C.
12/11/2008	TM/2008/000361	09/02/2009	SEARS BRANDS, L.L.C.
11/17/2010	216/2010	07/28/2011	SEARS BRANDS, L.L.C.
12/01/2005	19939	12/01/2005	SEARS BRANDS, L.L.C.
09/16/1986	209490	03/11/1988	SEARS BRANDS, L.L.C.
04/26/1983	105983	04/26/1983	SEARS BRANDS, L.L.C.
09/25/1986	P-349920	09/25/1986	SEARS BRANDS, L.L.C.
03/29/1963	326771	03/28/1983	SEARS BRANDS, L.L.C.
07/12/1993	627610	01/16/1994	SEARS BRANDS, L.L.C.

07/12/1993	635941	03/16/1994	SEARS BRANDS, L.L.C.
07/12/1993	634030	03/01/1994	SEARS BRANDS, L.L.C.
01/31/1991	530755	08/01/1991	SEARS BRANDS, L.L.C.
04/24/1990	501213	10/01/1990	SEARS BRANDS, L.L.C.
06/12/1997	819260	10/01/1998	SEARS BRANDS, L.L.C.
03/22/1976	83661	08/01/1976	SEARS BRANDS, L.L.C.
03/04/1982	195999	11/01/1982	SEARS BRANDS, L.L.C.
06/12/1997	826293	11/16/1998	SEARS BRANDS, L.L.C.
03/22/1976	84840	10/02/1976	SEARS BRANDS, L.L.C.
11/14/1991	558005	04/15/1992	SEARS BRANDS, L.L.C.
06/12/1997	826294	11/16/1998	SEARS BRANDS, L.L.C.
06/12/1997	819261	10/01/1998	SEARS BRANDS, L.L.C.
08/23/1990	522364	05/01/1991	SEARS BRANDS, L.L.C.
11/03/2000	978809	01/01/2002	SEARS BRANDS, L.L.C.

10/03/2003	1110615	07/16/2004	SEARS BRANDS, L.L.C.
10/03/2003	1111143	07/16/2004	SEARS BRANDS, L.L.C.
10/03/2003	1111144	07/16/2004	SEARS BRANDS, L.L.C.
10/03/2003	1111145	07/16/2004	SEARS BRANDS, L.L.C.
03/10/2011	1483705	11/16/2011	SEARS BRANDS, L.L.C.
05/29/1978	KOR72504	05/29/1978	SEARS BRANDS, L.L.C.
03/18/2003	Kor187736	03/18/2003	SEARS BRANDS, L.L.C.
01/13/2009	1747	12/03/2010	SEARS BRANDS, L.L.C.
11/05/1998	28928	11/25/1999	SEARS, ROEBUCK AND CO.
10/24/2008	40411	11/27/2009	SEARS BRANDS, L.L.C.
06/13/1979	11395	07/18/1983	SEARS BRANDS, L.L.C.
12/20/2000	2000027611	01/01/2002	SEARS BRANDS, L.L.C.
05/15/1998	22446	01/15/2002	SEARS BRANDS, L.L.C.
05/15/1998	22445	01/15/2002	SEARS BRANDS, L.L.C.

03/01/1997	14228	03/21/1998	SEARS BRANDS, L.L.C.
02/19/2009	148774	12/27/2011	SEARS BRANDS, L.L.C.
01/21/2001	30758	02/12/2002	SEARS BRANDS, L.L.C.
07/14/2011	148775	09/25/2012	SEARS BRANDS, L.L.C.
08/08/2017			SEARS BRANDS, L.L.C.
09/26/2000	421153	04/05/2001	SEARS BRANDS, L.L.C.
09/06/1988	395.463	09/06/1988	SEARS BRANDS, L.L.C.
08/04/1998	306069	09/06/1988	SEARS BRANDS, L.L.C.
11/20/1991	F-167370	08/19/1994	SEARS, ROEBUCK AND CO.
04/04/1984	123348-F	05/16/1986	SEARS BRANDS, L.L.C.
09/20/1979	F103059	09/06/1983	SEARS BRANDS, L.L.C.
05/11/1965	22617	05/11/1965	SEARS BRANDS, L.L.C.
01/14/1981	F110129	09/11/1984	SEARS BRANDS, L.L.C.
09/20/1979	F103055	09/06/1983	SEARS BRANDS, L.L.C.

02/27/1961	240688	02/27/1961	SEARS BRANDS, L.L.C.
39274	836755*	39904	SEARS BRANDS, L.L.C.

n. No representation or warranty is made with respect to the Trademarks denoted with an asterisk.

Entity Name

A&E Factory Service, LLC  
A&E Home Delivery, LLC  
A&E Lawn & Garden, LLC  
A&E Signature Service, LLC  
Big Beaver Development Corporation  
Big Beaver of Florida Development, LLC  
BlueLight.com, Inc.  
Bub, LLC  
California Builder Appliances, Inc.  
Crystal Lake JV LLC  
FBA Holdings Inc.  
Florida Builder Appliances, Inc.  
Inmuebles SROM, S.A. de C.V.  
Innovel Solutions, Inc.  
International Sourcing & Logistics Limited  
KBL Holding Inc.  
KCD IP, LLC  
KLC, Inc.  
Kmart Corporation  
Kmart Corporation of Illinois, Inc.  
Kmart Holding Corporation  
Kmart International Services, Inc.  
Kmart of Michigan, Inc.  
Kmart of Washington LLC  
Kmart Operations LLC  
Kmart Operations of Michigan LLC  
Kmart Overseas Corporation  
Kmart Stores of Illinois LLC  
Kmart Stores of Texas LLC  
Kmart.com LLC  
Manage My Home Inc.  
MaxServ, Inc.  
MetaScale LLC  
MyGofer LLC  
Naples Joint Venture  
Private Brands, Ltd.  
Quality Assurance Laboratory Limited  
Ravenswood1010, LLC  
Red Road Joint Venture  
RichRelevance, Inc.  
S.F.P.R., Inc.  
Sears Authorized Independent Auto Centers LLC  
Sears Brands Business Unit Corporation  
Sears Brands Management Corporation  
Sears Brands, L.L.C.

Sears Buying Services, Inc.  
Sears Canada Holdings Corp.  
Sears Canada Inc.  
Sears Development Co.  
Sears Financial Holding Corporation  
Sears Global Technologies India Private Limited  
Sears Global Technology Services LLC  
Sears Grand, LLC  
Sears Holdings Corporation  
Sears Holdings Global Sourcing Limited  
Sears Holdings Management Corporation  
Sears Holdings Mauritius Holding Company  
Sears Holdings Publishing Company, LLC  
Sears Home & Business Franchises, Inc.  
Sears Home Improvement Products, Inc.  
Sears Home Services, L.L.C.  
Sears Insurance Services, L.L.C.  
Sears International (Barbados), Inc.  
Sears International Holdings Corp.  
Sears IT & Management Services India Private Limited  
Sears Mexico Holdings Corp.  
Sears Operadora Mexico, S.A. de C.V.  
Sears Operations LLC  
Sears Procurement Services, Inc.  
Sears Protection Company  
Sears Protection Company (Florida), L.L.C.  
Sears Protection Company (PR), Inc.  
Sears Reinsurance Company Ltd.  
Sears Roebuck Acceptance Corp.  
Sears Shop at Home Services, Inc.  
Sears Sourcing India Private Limited  
Sears World Trade Comercial Limitada  
Sears, Roebuck and Co.  
Sears, Roebuck de Puerto Rico, Inc.  
Searsvale Acquisition LLC  
ServiceLive Solutions Ltd.  
ServiceLive, Inc.  
SHC Charitable Promotions LLC  
SHC Desert Springs, LLC  
SHC Financial, LLC  
SHC Israel Ltd.  
SHC Licensed Business LLC  
SHC Promotions LLC  
SHMC Beverly Group LLC  
Shop Your Way, Inc.  
SOE, Inc.

SRC Crystal Lake LLC  
SRC Facilities LLC  
SRC Harlem North Redevelopment, LLC  
SRC O.P. LLC  
SRC Real Estate (TX), LLC  
SRC Sparrow 1 LLC  
SRC Sparrow 2 LLC  
SRe Holding Corporation  
ST Holdings, Inc.  
StarWest, LLC  
STATE INTERACTIVE LLC  
STI Merchandising, Inc.  
SYW Relay LLC  
The Sears-Roebuck Foundation  
Troy Coolidge No. 1, LLC  
Troy Coolidge No. 10, LLC  
Troy Coolidge No. 12, LLC  
Troy Coolidge No. 13, LLC  
Troy Coolidge No. 14, LLC  
Troy Coolidge No. 15, LLC  
Troy Coolidge No. 17, LLC  
Troy Coolidge No. 18, LLC  
Troy Coolidge No. 2, LLC  
Troy Coolidge No. 22, LLC  
Troy Coolidge No. 30, LLC  
Troy Coolidge No. 32, LLC  
Troy Coolidge No. 4, LLC  
Troy Coolidge No. 42, LLC  
Troy Coolidge No. 46, LLC  
Troy Coolidge No. 5, LLC  
Troy Coolidge No. 50, LLC  
Troy Coolidge No. 53, LLC  
Troy Coolidge No. 62, LLC  
Troy Coolidge No. 7, LLC  
Wally Labs LLC  
Monark of California  
Monark Premium Appliance Co. of California  
Monark Holdings Inc.  
Monark  
Monark Premium Appliance Co.  
Big Kmart  
Little Caesars  
Super K  
Super Kmart Center  
KMI, Inc.  
Big Kmart

Austin Technology Center  
MXSV, Inc.  
Evoke Productions  
SHMC, Inc.  
Kenmore Direct  
Sears Home Services  
Sears New York Insurance Agency  
Sears Oklahoma Insurance Agency  
Sears #1284  
Sears Auto Center  
Sears Auto Center #6582  
Sears Protection Company Inc.  
A&E Factory Service  
FitStudio by Sears  
Kenmore Direct  
Sears Auto Centers  
Sears Grand  
Sears Home&Life  
Sears Merchandise Group  
ServiceLive Direct  
shopyourway.com  
The Great Indoors  
Monark Premium Appliance Co. of Arizona  
Westar Kitchen and Bath  
Westar Kitchen and Bath, LLC

Country	Application Number	Application Date	Patent Number	Grant Date
United States	13/926383	06/25/2013		
United States	14/620311	02/12/2015		
United States	14/943192	11/17/2015		
United States	15/236077	08/12/2016		
United States	15/293273	10/13/2016		
United States	15/295822	10/17/2016		
United States	15/652781	07/18/2017		
United States	09/943095	08/30/2001	6519874	02/18/2003
United States	09/636181	08/10/2000	6523840	02/25/2003
United States	09/894157	06/27/2001	6543601	04/08/2003
United States	09/750529	12/28/2000	6557285	05/06/2003
United States	09/833329	04/12/2001	6677689	01/13/2004
United States	10/340024	01/10/2003	6679506	01/20/2004
United States	09/833316	04/12/2001	6698597	03/02/2004
United States	10/155977	05/28/2002	6708874	03/23/2004
United States	10/350656	01/24/2003	6725999	04/27/2004
United States	09/713868	11/16/2000	6980969	12/27/2005
United States	10/278343	10/23/2002	7072884	07/04/2006
United States	10/877131	06/25/2004	7152343	12/26/2006
United States	10/462240	06/16/2003	7334852	02/26/2008
United States	12/038315	02/27/2008	7963441	06/21/2011
United States	12/539219	08/11/2009	8015068	09/06/2011
United States	11/809825	06/01/2007	8033034	10/11/2011
United States	12/360879	01/28/2009	8146268	04/03/2012
United States	12/500924	07/10/2009	8215500	07/10/2012

United States	13/194406	07/29/2011	8301504	10/30/2012
United States	12/175298	07/17/2008	8417552	04/09/2013
United States	12/268103	11/10/2008	8438070	05/07/2013
United States	13/191918	07/27/2011	8566167	10/22/2013
United States	13/086903	04/14/2011	8590786	11/26/2013
United States	13/298762	11/17/2011	8626348	01/07/2014
United States	12/476370	06/02/2009	8651374	02/18/2014
United States	13/004331	01/11/2011	8676660	03/18/2014
United States	13/889023	05/07/2013	8744921	06/03/2014
United States	12/850722	08/05/2010	8789750	07/29/2014
United States	12/180247	07/25/2008	8813398	08/26/2014
United States	12/962947	12/08/2010	8818876	08/26/2014
United States	12/579913	10/15/2009	8863409	10/21/2014
United States	13/494758	06/12/2012	8930134	01/06/2015
United States	13/584540	08/13/2012	9037559	05/19/2015
United States	13/756206	01/31/2013	9047631	06/02/2015
United States	13/589689	08/20/2012	9058367	06/16/2015
United States	12/645639	12/23/2009	9141989	09/22/2015
United States	13/273459	10/14/2011	9143896	09/22/2015
United States	13/545243	07/10/2012	9256472	02/09/2016
United States	14/183123	02/18/2014	9256872	02/09/2016
United States	13/442501	04/09/2012	9256902	02/09/2016
United States	14/039955	09/27/2013	9294554	03/22/2016
United States	13/826128	03/14/2013	9330413	05/03/2016
United States	12/718376	03/05/2010	9361637	06/07/2016
United States	13/971431	08/20/2013	9390459	07/12/2016

United States	14/663805	03/20/2015	9443262	09/13/2016
United States	13/364441	02/02/2012	9451576	09/20/2016
United States	12/622803	11/20/2009	9460422	10/04/2016
United States	14/476935	09/04/2014	9558503	01/31/2017
United States	12/886060	09/20/2010	9576323	02/21/2017
United States	13/523050	06/14/2012	9672559	06/06/2017
United States	13/494426	06/12/2012	9704166	07/11/2017
United States	13/886065	05/02/2013	9710844	07/18/2017
United States	13/757485	02/01/2013	9799057	10/24/2017
United States	15/177570	06/09/2016	9811853	11/07/2017
United States	14/330894	07/14/2014	9898771	02/20/2018
United States	13/547910	07/12/2012	9959567	05/01/2018
United States	13/248155	09/29/2011	9971388	05/15/2018
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\*- items denoted with an asterisk are assigned solely to the extent of Selle

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ers' right, title or interest therein. ↑

Title
SYSTEMS AND METHODS FOR SCAN, TRY AND BUY
SYSTEM, APPARATUS, AND MEDIA FOR CHANGING STATE OF AN INTERNET OF THINGS (IOT) DEV
SENSOR FOR DETECTING PRESENSE, OCCUPANCY, AND/OR MOTION AND RELATED SYSTEMS AND M
SYSTEMS AND METHODS FOR ONLINE FRAUD DETECTION
SMART HOME DELIVERY SERVICES
BROADCAST MODE FOR NON-PAIRED DEVICES AND CRITICAL MESSAGES
OBJECT DRIVEN NEWSFEED
SHOCK ABSORBENT FOOTWEAR ASSEMBLY
COMBINED SHOPPING CART/STROLLER
UNLOADING APPARATUS
HANGING SIGN AND SUPPORT
STORE FIXTURE POWER DISTRIBUTION SYSTEM
COMBINED SHOPPING CART/STROLLER
VERTICAL MERCHANDISE DISPLAY UNIT
CARTON WITH FINGER HOLES
UNLOADING APPARATUS
METHOD AND APPARATUS FOR ALLOWING INTERNET BASED PURCHASES BASED ON TEMPORARY (
CARD NUMBER
COMPUTER SYSTEM AND METHOD OF DISPLAYING PRODUCT SEARCH RESULTS
FOOTWEAR SYSTEM
MULTIPLE CONFIGURATION SHELVING SYSTEM FOR DISPLAYING AUDIO VISUAL COMPONENTS
SYSTEM AND METHOD FOR PROVIDING SELF SERVICE CHECKOUT AND PRODUCT DELIVERY USING A
DEVICE
SYSTEMS AND METHODS FOR MANAGING ORDERS MADE VIA A COMPUTER NETWORK
SHOE WITH DETACHABLE AND FLEXIBLE HEEL STRAP
SHOE HAVING AN AIR CUSHIONING SYSTEM
HANGING DEVICE FOR RESEALABLE STORAGE BAGS

SYSTEMS AND METHODS FOR MANAGING ORDERS MADE VIA A COMPUTER NETWORK
ELECTRONIC SELECT PROVIDER NETWORK
EXCHANGING VALUE BETWEEN A SERVICE BUYER AND A SERVICE PROVIDER
SYSTEM AND METHOD FOR USING DATA POINTS COLLECTED FROM A CUSTOMER TO PROVIDE CUSTOMER-SPECIFIC OFFERINGS
SYSTEM AND METHOD FOR USING A MOBILE DEVICE TO LOCATE A FOLLOWED ITEM IN A RETAIL STORE
METHODS AND SYSTEMS FOR COMMUNITY ENERGY MANAGEMENT
SYSTEM AND METHOD FOR PAYMENT CARD INDUSTRY ENTERPRISE ACCOUNT NUMBER ELIMINATION
SYSTEM AND METHOD FOR PROVIDING A STREAMLINED CHECKOUT PROCESS
EXCHANGING VALUE BETWEEN A SERVICE BUYER AND A SERVICE PROVIDER
SYSTEM AND METHOD FOR USING A MOBILE DEVICE TO FOLLOW A PRICE FOR AN ITEM
THREE-DIMENSION GIFT CARD ASSEMBLY
SYSTEM AND METHOD FOR FACILITATING THE PURCHASE OF PRODUCTS DETERMINED TO BE USEFUL FOR THE PERFORMANCE OF A TASK
SHOE HAVING AN AIR CUSHIONING BED
SYSTEMS AND METHODS FOR HIGH-PRECISION INDOOR POSITIONING, NAVIGATION AND SHOPPING BEHAVIOR PROFILING
FILE SYSTEM QUEUE
CUSTOMER ASSISTANCE PLATFORM
METHODS AND SYSTEMS FOR STAGING AND PROPAGATING DATA
SYSTEMS AND METHODS FOR USING A SOCIAL NETWORK TO PROVIDE PRODUCT RELATED INFORMATION
SYSTEMS AND METHODS FOR PROVIDING A DISTRIBUTED MOBILE CALL CENTER FOR A SERVICE ESTABLISHMENT
SYSTEM AND METHOD FOR ECONOMICAL MIGRATION OF LEGACY APPLICATIONS FROM MAINFRAME TO DISTRIBUTED PLATFORMS
SYSTEM AND METHOD FOR PAYMENT CARD INDUSTRY ENTERPRISE ACCOUNT NUMBER ELIMINATION
NON-TRANSITORY COMPUTER-READABLE MEDIA FOR PRESENTING PRODUCT RECOMMENDATIONS
INTEGRATED EXPERIENCE FOR APPLICATIONS WITHIN A MOBILE APPLICATION
CHECKOUT AND/OR ORDERING SYSTEMS AND METHODS
SYSTEM AND METHOD FOR PROVIDING DIAGNOSTIC SERVICES
METHOD AND SYSTEM FOR USER BASED ROUTING

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MERCHANDISE RESERVATION SYSTEM, APPARATUS, AND MEDIA
METHODS AND SYSTEMS FOR PROVIDING LOCATION BASED ASSISTANCE VIA A MOBILE DEVICE
SYSTEMS AND METHODS FOR MANAGING TO-DO LIST TASK ITEMS TO AUTOMATICALLY SUGGEST AN PURCHASING ITEMS VIA A COMPUTER NETWORK
MATCHING MOBILE DEVICE TO TRANSACTION AND/OR CUSTOMER ACCOUNT
SYSTEM FOR FACILITATING MULTI-CHANNEL PURCHASE OF FSA ELIGIBLE ITEMS
METHODS AND SYSTEMS FOR A DIGITAL INTERFACE FOR DISPLAYING RETAIL SEARCH RESULT
METHODS AND SYSTEMS FOR PROVIDING CUSTOM ERROR PAGES FOR RETAIL APPLICATIONS
OBJECT DRIVEN NEWSFEED
SYSTEMS AND METHODS FOR CREATING AND MANAGING MARKETING APPLICATIONS, EVENTS PROMOTIONS, AND PUBLICATIONS
METHOD AND SYSTEM FOR USER BASED ROUTING
SYSTEM AND METHOD FOR FACILITATING THE PURCHASE OF PRODUCTS DETERMINED TO BE USEFUL PERFORMANCE OF A TASK
SYSTEMS AND METHODS OF TARGETED INTERACTIONS FOR INTEGRATED RETAIL APPLICATION
ENERGY MANAGEMENT UNIT WITH DIAGNOSTIC CAPABILITIES
RECOMMENDATIONS BASED ON EXPLICIT USER SIMILARITY
METHODS AND SYSTEMS FOR CONNECTED SALES ASSOCIATE SERVICES
METHODS AND SYSTEMS FOR PROVIDING PERSONAL SHOPPING SERVICES
SYSTEM AND METHOD FOR AUTOMATICALLY AND SECURELY REGISTERING AN INTERNET OF THINGS
SYSTEM AND METHOD SUPPORTING ONGOING WORKER FEEDBACK
WATER SENSORS WITH MULTI-VALUE OUTPUTS AND ASSOCIATED SYSTEMS AND METHODS
METHODS AND SYSTEMS SUPPORTING ONLINE SHOPPING AS A SHARED AND SOCIAL ACTIVIT
MAINFRAME MIGRATION TOOLS
INTEGRATED EXPERIENCE FOR APPLICATIONS WITHIN A MOBILE APPLICATION
PATTERN ON A SHOE SOLE
CARD HOLDER
TREAD PATTERN
FOOTWEAR OUTSOLE

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SHOE UPPER WITH DETACHABLE AND FLEXIBLE HEEL STRAP
GARMENT HANGER
COMPUTER USER INTERFACE FOR A DISPLAY SCREEN
COMPUTER USER INTERFACE FOR A DISPLAY SCREEN
COMPUTER USER INTERFACE FOR A DISPLAY SCREEN
COMPUTER USER INTERFACE FOR A DISPLAY SCREEN
COMPUTER USER INTERFACE FOR A DISPLAY SCREEN
COMPUTER USER INTERFACE FOR A DISPLAY SCREEN
COMPUTER USER INTERFACE FOR A DISPLAY SCREEN
IN-STORE DISPLAY SIGN
USER INTERFACE FOR A SCHEDULER
COMPUTER DISPLAY SCREEN PORTION WITH GRAPHICAL USER INTERFACE FOR MANAGING A COM SUPPORTED TO-DO-LIST
HOLSTER FOR A MOBILE DEVICE
SHOE SOLE INSERT
SHOE OUTSOLE AND INSERT
SHOE MIDSOLE AND INSERT
SHOE OUTSOLE
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH A SET OF ICONS
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH A SET OF ICONS
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE

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DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH A SET OF ICONS
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
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DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE
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DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH ICON
DISPLAY SCREEN OR PORTION THEREOF WITH ICON
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE

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DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH A SET OF ICONS
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH ICON
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
SOCIAL NETWORK SEARCHING WITH BREADCRUMBS
ESTABLISHING A BUYER/SERVICE PROVIDER RELATIONSHIP ELECTRONICALLY
PROFILING SERVICE PROVIDER COMPANIES & TECHNICIANS
SYSTEM AND METHOD FOR MAKING THIRD PARTY PICKUP AVAILABLE TO RETAIL CUSTOMERS
SYSTEM AND METHOD FOR HANDLING AN OFFER TO PURCHASE A FOLLOWED ITEM
GROUPING SERVICE ORDERS IN AN ELECTRONIC SERVICES MARKETPLACE
ONLINE SOCIAL NETWORKING SYSTEM FOR CONDUCTING COMMERCE
SYSTEMS AND METHODS FOR PROVIDING A MULTI-CHANNEL RETAIL LAYAWAY SERVICE
SYSTEM AND METHOD FOR USING DATA POINTS COLLECTED FROM A CUSTOMER TO PROVIDE CUSTOMER-SPECIFIC OFFERINGS
SYSTEM AND METHOD FOR USING DATA POINTS COLLECTED FROM A CUSTOMER TO PROVIDE CUSTOMER-SPECIFIC OFFERINGS
SYSTEMS AND METHODS FOR DISTRIBUTING CUSTOMIZABLE AND SHAREABLE TIERED OFFERINGS
SYSTEM AND METHOD FOR PROVIDING LOCALIZED PRODUCT OFFERINGS PUBLICATIONS
SYSTEMS AND METHODS FOR MANAGING RETURNS OR EXCHANGES MADE VIA A COMPUTER NETWORK
METHODS AND SYSTEMS FOR CONNECTED SALES ASSOCIATE SERVICES
METHODS AND SYSTEMS FOR PROVIDING ONLINE GROUP SHOPPING SERVICES

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GIFT REGISTRY
METHODS AND SYSTEMS FOR REPORTING ORGANIZATIONAL HIERARCHY
SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AC SETS OF INPUT DATA
METHOD AND SYSTEM FOR EMERGENT DATA PROCESSING
CONTESTS AND SWEEPSTAKES
OUT-OF-STORE PURCHASE ROUTING SYSTEMS, METHODS, AND MEDIA
SYSTEMS AND METHODS FOR PROVIDING AN E-COMMERCE SLIP CART
SYSTEMS AND METHODS FOR MANAGING LAYAWAY PAYMENTS
ORDER FULFILLMENT SYSTEMS AND METHODS WITH CUSTOMER LOCATION TRACKING
METHODS AND SYSTEMS FOR AN E-COMMERCE PROMOTIONS PLATFORM
METHOD AND SYSTEM FOR PROVIDING ALTERNATIVE RESULT FOR AN ONLINE SEARCH PREVIOUSL NO RESULT
METHOD AND SYSTEM FOR GESTURE-BASED CROSS CHANNEL COMMERCE AND MARKETING
SALES PROMOTION USING PRODUCT COMPARISON
APPLICATIONS ON TOP OF A WEB SITE
SOCIAL PRODUCT PROMOTION
SCALABLE TRAINING
PROXIMITY NAVIGATION
TRUCK INVENTORY LOCATOR
E-PUB CREATOR
SYSTEMS AND METHODS FOR PROVIDING AND ACCESSING VISUAL PRODUCT REPRESENTATIONS PROJECT
JOINT GIFT REGISTRY
LEARNING MANAGEMENT SYSTEM
CONSUMER GAME SYSTEM
PLANOGRAM ATTRIBUTE RESOLUTION
METHOD AND SYSTEM FOR OPTIMIZING VALUE OF CONSUMER OFFERS
METHOD AND SYSTEM FOR MIGRATING DATA BETWEEN SYSTEMS WITHOUT DOWNTIME

METHOD AND SYSTEM FOR USING SOCIAL MEDIA FOR PREDICTIVE ANALYTICS IN AVAILABLE-TO-PR SYSTEMS
DISPLAY SCREEN OR PORTION THEREOF WITH A SET OF ICONS
METHOD AND SYSTEM FOR CREATING STEP BY STEP PROJECTS
WIRELESS IDENTIFIER DEVICE ENABLED INTERACTIVE CONSUMER EXPERIENCE
CONSUMER GAME
METHOD AND SYSTEM FOR AUTOMATED SELECTION OF TARGETED PRIZES
METHOD AND SYSTEM FOR DETERMINING LEVEL OF INFLUENCE IN A SOCIAL E-COMMERCE ENVIROI
PRODUCT AND CONTENT ASSOCIATION
HEURISTIC CUSTOMER CLUSTERING
CUSTOMER CLUSTERING USING INTEGER PROGRAMMING
SYSTEM AND METHOD FOR PERSONALIZED ADD-ON PURCHASE
SYSTEM AND METHOD FOR PROVIDING DYNAMIC PRODUCT OFFERINGS
MERCHANDISE PICKUP SYSTEM, METHOD, AND MEDIA FOR ALLIED MERCHANTS
MERCHANDISE RETURN AND/OR EXCHANGE SYSTEMS, METHODS, AND MEDIA
SYSTEM AND METHOD PROVIDING EXPERT AUDIENCE TARGETING
METHOD AND SYSTEM FOR AUTOMATED TARGETED POLLING VIA AN E-COMMERCE PROMOTIONS PL
SYSTEM AND METHOD PROVIDING PERSONALIZED RECOMMENDATIONS
MEMBER PROFILES AND ASSOCIATED SYSTEMS, METHODS, AND MEDIA
METHODS AND SYSTEMS SUPPORTING CROWD-SOURCED PROXY SHOPPING VIA AN E-COMMER PLATFORM
LOYALTY PROGRAM SYSTEM, APPARATUS, AND MEDIA
SYSTEM AND METHOD FOR USING CROWDSOURCED PERSONALIZED RECOMMENDATIONS
SYSTEM AND METHOD FOR ON-LINE GAME BASED ON CONSUMER WISH LIST
REQUEST FULFILLMENT SYSTEM, METHOD, AND MEDIA
METHOD AND SYSTEM ENABLING CROWDSOURCED PEER TO PEER PRODUCT RENTAL
METHOD AND SYSTEM FOR PROVIDING BENEFITS TO RETAIL CONSUMERS
DISPLAY SCREEN OR PORTION THEREOF WITH ICON

AIR AGITATOR NOZZLE SYSTEM

No representation or warranty is made with respect to the Patents denoted with an asterisk.

Country	Status	Application Number	Application Date
Australia	FILED	2013274744	05/29/2013
Australia	FILED	2018256665	05/29/2013
Australia	FILED	2015215908	08/20/2015
Australia	DOCKETED		
Australia	DOCKETED		
Australia	DOCKETED		
Brazil	DOCKETED		
Brazil	DOCKETED		
Brazil	DOCKETED		
Canada	FILED	2883081	05/02/2013
Canada	GRANTED	2715547	09/27/2010
Canada	FILED	2714783	09/14/2010
Canada	GRANTED	2744629	06/28/2011
Canada	GRANTED	2756215	10/24/2011
Canada	GRANTED	2756174	10/24/2011
Canada	FILED	2771743	03/19/2012
Canada	FILED	2853789	10/19/2012
Canada	GRANTED	2771745	03/19/2012
Canada	FILED	2860020	01/29/2013
Canada	FILED	2853459	10/19/2012
Canada	GRANTED	2792131	10/11/2012
Canada	FILED	2862861	02/01/2013
Canada	FILED	2880895	04/08/2013
Canada	GRANTED	147791	10/04/2012
Canada	GRANTED	147792	10/04/2012

Canada	GRANTED	147793	10/04/2012
Canada	GRANTED	147794	10/04/2012
Canada	FILED	2878463	04/09/2013
Canada	FILED	2841332	01/30/2014
Canada	GRANTED	148884	12/04/2012
Canada	FILED	2876423	05/29/2013
Canada	FILED	2880492	08/01/2013
Canada	GRANTED	2853539	06/05/2014
Canada	GRANTED	2853029	05/30/2014
Canada	GRANTED	2855476	07/02/2014
Canada	FILED	2853035	05/30/2014
Canada	FILED	2846025	03/13/2014
Canada	GRANTED	2845268	03/10/2014
Canada	FILED	2850938	05/05/2014
Canada	GRANTED	153722	11/01/2013
Canada	GRANTED	153721	11/01/2013
Canada	GRANTED	153723	11/01/2013
Canada	FILED	2868196	10/21/2014
Canada	GRANTED	2869053	10/30/2014
Canada	FILED	2935414	01/05/2015
Canada	FILED	2880206	01/27/2015
Canada	FILED	2874614	12/12/2014
Canada	GRANTED	2901395	08/24/2015
Canada	FILED	2898218	07/23/2015
Canada	FILED	2907052	10/05/2015
Canada	FILED	2936121	07/14/2016

Canada	DOCKETED		
Canada	DOCKETED		
Canada	DOCKETED		
Canada	DOCKETED		
China P.R.	FILED	2014105156514	09/29/2014
China P.R.	DOCKETED		
China P.R.	DOCKETED		
China P.R.	FILED	2018306626893	11/21/2018
China P.R.	FILED	2018306627330	11/21/2018
EPC	FILED	13784468.4	05/02/2013
EPC	FILED	18206602.7	05/02/2013
EPC	FILED	13744232.3	02/01/2013
EPC	FILED	13776283.7	04/08/2013
EPC	FILED	13776245.6	04/09/2013
EPC	FILED	14153301.8	01/30/2014
EPC	FILED	13804077.9	05/29/2013
EPC	FILED	13831386.1	08/07/2013
EPC	FILED	14158945.7	03/11/2014
EPC	FILED	15182750.8	08/27/2015
EPC	FILED	15157798.8	03/05/2015
European Community Design	GRANTED	001388631-0001	11/01/2013
European Community Design	GRANTED	001388631-0002	11/01/2013
European Community Design	GRANTED	001388631-0003	11/01/2013
European Community Design	GRANTED	001388631-0004	11/01/2013
European Community Design	GRANTED	001388631-0005	11/01/2013
European Community Design	GRANTED	001388631-0006	11/01/2013

European Community Design	DOCKETED		
European Community Design	DOCKETED		
European Community Design	DOCKETED		
European Community Design	DOCKETED		
India	FILED	6458/DELNP/2014	02/01/2013
India	FILED	199/DELNP/2015	07/01/2013
India	FILED	2046/DEL/2014	07/19/2014
India	FILED	3718/DEL/2015	11/13/2015
India	FILED	201614008678	03/11/2016
Mexico	GRANTED	MX/a/2014/012278	04/09/2013
Mexico	FILED	MX/a/2014/002932	03/11/2014
Mexico	FILED	MX/a/2015/009659	07/27/2015
Mexico	FILED	MX/a/2016/009277	07/15/2016
Mexico	DOCKETED		
Mexico	DOCKETED		
Mexico	DOCKETED		
Mexico	DOCKETED		
PCT	FILED	PCT/US2013/039307	05/02/2013
PCT	FILED	PCT/US2012/061021	10/19/2012
PCT	FILED	PCT/US2013/023551	01/29/2013
PCT	FILED	PCT/US2013/023563	01/29/2013
PCT	FILED	PCT/US2012/061024	10/19/2012
PCT	FILED	PCT/US2012/069064	12/12/2012
PCT	FILED	PCT/US2013/024326	02/01/2013
PCT	FILED	PCT/US2013/035591	04/08/2013
PCT	FILED	PCT/US2013/035708	04/09/2013

PCT	FILED	PCT/US2013/042994	05/29/2013
PCT	FILED	PCT/US2013/053218	08/01/2013
PCT	FILED	PCT/US2013/048926	07/01/2013
PCT	FILED	PCT/US2013/053968	08/07/2013
PCT	FILED	PCT/US2015/010150	01/05/2015
PCT	FILED	PCT/US2017/051144	09/12/2017
South Africa	FILED	A2018/01740	11/12/2018
South Africa	FILED	A2018/01741	11/12/2018
South Africa	FILED	A2018/01736	11/12/2018
South Africa	FILED	A2018/01742	11/12/2018
Australia			
EPC		14199354.3*	12/19/2014
Mexico		MX/a/2015/014120*	10/07/2015
PCT		PCT/US2015/060982*	11/17/2015
PCT		PCT/US2015/059175*	11/05/2015

\*- items denoted with an asterisk are assigned solely to the

Patent Number	Grant Date	Owner
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
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		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2715547	01/02/2018	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2744629	10/11/2016	SEARS BRANDS, L.L.C.
2756215	02/28/2017	SEARS BRANDS, L.L.C.
2756174	11/08/2016	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2771745	10/11/2016	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2792131	10/25/2016	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
147791	10/10/2013	SEARS BRANDS, L.L.C.
147792	10/10/2013	SEARS BRANDS, L.L.C.

147793	10/10/2013	SEARS BRANDS, L.L.C.
147794	10/10/2013	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
148884	07/24/2014	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2853539	11/07/2017	SEARS BRANDS, L.L.C.
2853029	10/24/2017	SEARS BRANDS, L.L.C.
2855476	01/03/2017	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2845268	03/28/2017	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
153722	08/18/2014	SEARS BRANDS, L.L.C.
153721	08/18/2014	SEARS BRANDS, L.L.C.
153723	08/18/2014	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2869053	01/02/2018	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
2901395	10/24/2017	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
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001388631-0001	11/01/2013	SEARS BRANDS, L.L.C.
001388631-0002	11/01/2013	SEARS BRANDS, L.L.C.
001388631-0003	11/01/2013	SEARS BRANDS, L.L.C.
001388631-0004	11/01/2013	SEARS BRANDS, L.L.C.
001388631-0005	11/01/2013	SEARS BRANDS, L.L.C.
001388631-0006	11/01/2013	SEARS BRANDS, L.L.C.

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2046/DEL/2014		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
n/a	05/04/2018	SEARS BRANDS, L.L.C.
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150144*	12/16/2002	SEARS BRANDS, L.L.C.
		SEARS BRANDS, L.L.C.
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		SEARS BRANDS, L.L.C.

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Title
SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AGAINST SETS OF INPUT DATA
SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AGAINST SETS OF INPUT DATA
MATCHING MOBILE DEVICE TO TRANSACTION AND/OR CUSTOMER ACCOUNT
STAND MIXER
MIXER BOWL
MIXER SPLASH GUARD
STAND MIXER
MIXER BOWL
MIXER SPLASH GUARD
OBJECT DRIVEN NEWSFEED
SYSTEM AND METHOD FOR USING A MOBILE DEVICE TO FOLLOW A PRICE FOR AN ITEM
SYSTEMS AND METHODS FOR USING A SOCIAL NETWORK TO PROVIDE PRODUCT RELATED INFORMATION
SYSTEMS AND METHODS FOR PROVIDING A MULTI-CHANNEL RETAIL LAYAWAY SERVICE
SYSTEM AND METHOD FOR FACILITATING THE PURCHASE OF PRODUCTS DETERMINED TO BE USEFUL IN THE PERFORMANCE OF A TASK
SYSTEM AND METHOD FOR PROVIDING A STREAMLINED CHECKOUT PROCESS
METHODS AND SYSTEMS FOR DEVICE MANAGEMENT WITH SHARING AND PROGRAMMING CAPABILITIES
SYSTEM AND METHOD FOR USING DATA POINTS COLLECTED FROM A CUSTOMER TO PROVIDE CUSTOMER SPECIFIC OFFERINGS
METHODS AND SYSTEMS FOR COUPON SERVICE APPLICATIONS
METHODS AND SYSTEMS FOR PROVIDING PERSONAL SHOPPING SERVICES
SYSTEMS AND METHODS FOR DISTRIBUTING CUSTOMIZABLE AND SHAREABLE TIERED OFFERS
SYSTEMS AND METHODS FOR PROVIDING A DISTRIBUTED MOBILE CALL CENTER FOR A SERVICE ESTABLISHMENT
SYSTEMS AND METHOD FOR CREATING AND MANAGING MARKETING APPLICATIONS, EVENTS, PROMOTIONS, AND PUBLICATIONS
SYSTEM AND METHOD FOR PRESENTING PRODUCT RECOMMENDATIONS
COMBINED SHOE OUTSOLE AND INSERT
SHOE SOLE INSERT

SHOE OUTSOLE
COMBINED SHOE OUTSOLE AND INSERT
METHODS AND SYSTEMS FOR PROVIDING ONLINE GROUP SHOPPING SERVICES
CUSTOMER ASSISTANCE PLATFORM
HOLSTER FOR A MOBILE DEVICE
SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AGAINST SETS OF INPUT DATA
CONTESTS AND SWEEPSTAKES
SYSTEMS AND METHODS FOR PROVIDING AN E-COMMERCE SLIP CART
ORDER FULFILLMENT SYSTEMS AND METHODS WITH CUSTOMER LOCATION TRACKING
METHODS AND SYSTEMS FOR SWEEPSTAKES PLATFORM
SYSTEMS AND METHODS FOR SCAN, TRY AND BUY
RECOMMENDATIONS BASED ON EXPLICIT USER SIMILARITY
SYSTEMS AND METHODS FOR PROVIDING AND ACCESSING VISUAL PRODUCT REPRESENTATIONS OF A PROJECT
LEARNING MANAGEMENT SYSTEM
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
METHOD AND SYSTEM FOR OPTIMIZING VALUE OF CONSUMER OFFERS
METHOD AND SYSTEM FOR CREATING STEP BY STEP PROJECTS
CONSUMER GAME
METHOD AND SYSTEM FOR AUTOMATED SELECTION OF TARGETED PRIZES
PRODUCT AND CONTENT ASSOCIATION
MATCHING MOBILE DEVICE TO TRANSACTION AND/OR CUSTOMER ACCOUNT
METHOD AND SYSTEM FOR AUTOMATED TARGETED POLLING VIA AN E-COMMERCE PROMOTIONS PLATFORM
MEMBER PROFILES AND ASSOCIATED SYSTEMS, METHODS, AND MEDIA
SYSTEM AND METHOD FOR ON-LINE GAME BASED ON CONSUMER WISH LIST

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STAND MIXER
OVATION STAND MIXER
MIXER BOWL
MIXER SPLASH GUARD
METHOD AND SYSTEM FOR USING SOCIAL MEDIA FOR PREDICTIVE ANALYTICS IN AVAILABLE-TO-PROMISE SYSTEMS
STAND MIXER
OVATION STAND MIXER
MIXER BOWL
SPLASH GUARD
OBJECT DRIVEN NEWSFEED
OBJECT DRIVEN NEWSFEED
SYSTEMS AND METHOD FOR CREATING AND MANAGING MARKETING APPLICATIONS, EVENTS, PROMOTIONS, AND PUBLICATIONS
SYSTEM AND METHOD FOR PRESENTING PRODUCT RECOMMENDATIONS
METHODS AND SYSTEMS FOR PROVIDING ONLINE GROUP SHOPPING SERVICES
CUSTOMER ASSISTANCE PLATFORM
SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AGAINST SETS OF INPUT DATA
METHODS AND SYSTEMS FOR STAGING AND PROPAGATING DATA
SYSTEMS AND METHODS FOR PROVIDING AND ACCESSING VISUAL PRODUCT REPRESENTATIONS OF A PROJECT
MATCHING MOBILE DEVICE TO TRANSACTION AND/OR CUSTOMER ACCOUNT
SYSTEM AND METHOD PROVIDING EXPERT AUDIENCE TARGETING
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON
DISPLAY SCREEN OR PORTION THEREOF WITH AN ICON

STAND MIXER
OVATION STAND MIXER
MIXER BOWL
MIXER SPLASH GUARD
SYSTEMS AND METHOD FOR CREATING AND MANAGING MARKETING APPLICATIONS, EVENTS, PROMOTIONS, AND PUBLICATIONS
SYSTEM AND METHOD FOR ECONOMICAL MIGRATION OF LEGACY APPLICATIONS FROM MAINFRAME AND DISTRIBUTED PLATFORMS
METHOD AND SYSTEM FOR MIGRATING DATA BETWEEN SYSTEMS WITHOUT DOWNTIME
METHODS AND SYSTEMS SUPPORTING CROWD-SOURCED PROXY SHOPPING VIA AN E-COMMERCE PLATFORM
LOYALTY PROGRAM SYSTEM, APPARATUS, AND MEDIA
METHODS AND SYSTEMS FOR PROVIDING ONLINE GROUP SHOPPING SERVICES
SYSTEMS AND METHODS FOR PROVIDING AND ACCESSING VISUAL PRODUCT REPRESENTATIONS OF A PROJECT
METHOD AND SYSTEM FOR AUTOMATED TARGETED POLLING VIA AN E-COMMERCE PROMOTIONS PLATFORM
SYSTEM AND METHOD FOR ON-LINE GAME BASED ON CONSUMER WISH LIST
STAND MIXER
OVATION STAND MIXER
MIXER BOWL
MIXER SPLASH GUARD
OBJECT DRIVEN NEWSFEED
SYSTEM AND METHOD FOR USING DATA POINTS COLLECTED FROM A CUSTOMER TO PROVIDE CUSTOMER SPECIFIC OFFERINGS
SYSTEMS AND METHODS FOR DISCLOSING TARGET ELEMENTS IN HIGH DEFINITION IMAGES
METHODS AND SYSTEMS FOR PROVIDING PERSONAL SHOPPING SERVICES
SHAREABLE TIERED OFFERS
SYSTEMS AND METHODS FOR DISTRIBUTING CUSTOMIZABLE AND SHAREABLE TIERED OFFERS
SYSTEMS AND METHOD FOR CREATING AND MANAGING MARKETING APPLICATIONS, EVENTS, PROMOTIONS, AND PUBLICATIONS
SYSTEM AND METHOD FOR PRESENTING PRODUCT RECOMMENDATIONS
METHODS AND SYSTEMS FOR PROVIDING ONLINE GROUP SHOPPING SERVICES

SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AGAINST SETS OF INPUT DATA
CONTESTS AND SWEEPSTAKES
SYSTEM AND METHOD FOR ECONOMICAL MIGRATION OF LEGACY APPLICATIONS FROM MAINFRAME AND DISTRIBUTED PLATFORMS
METHODS AND SYSTEMS FOR STAGING AND PROPAGATING DATA
CONSUMER GAME
REFRIGERATION DEVICE WITH GESTURE-CONTROLLED DISPENSER
STAND MIXER
STAND MIXER
MIXER BOWL
MIXER SPLASH GUARD
INSOLE CUSHION
METHOD AND SYSTEM FOR CREATING STEP BY STEP PROJECTS
MEMBER PROFILES AND ASSOCIATED SYSTEMS, METHODS, AND MEDIA
SENSOR FOR DETECTING PRESENCE, OCCUPANCY, AND/OR MOTION AND RELATED SYSTEMS AND METHODS
WATER SENSORS WITH MULTI-VALUE OUTPUTS AND ASSOCIATED SYSTEMS AND METHODS

on or warranty is made with respect to the Patents denoted with an asterisk.

Country	Application Number	Application Date	Patent Number	Grant Date
United States	15/967017	04/30/2018		
United States	16/020237	06/27/2018		
United States	16/158952	10/12/2018		
United States	62/594472	12/04/2017		
United States	62/593593	12/01/2017		
United States	16/012317	06/19/2018		
United States	29/648576	05/22/2018		
United States	29/648578	05/22/2018		
United States	29/648579	05/22/2018		
United States	29/663880	09/19/2018		
United States	29/663882	09/19/2018		
United States	29/664089	09/21/2018		
United States	13/998540	11/07/2013		
United States	13/735865	01/07/2013		
United States	13/953436	07/29/2013		
United States	16/029902	07/09/2018		
United States	14/559692	12/03/2014		
United States	14/927932	10/30/2015		
United States	15/820664	11/22/2017		
United States	14/980369	12/28/2015		
United States	15/041434	02/11/2016		
United States	15/413664	01/24/2017		
United States	15/471514	03/28/2017		
United States	15/486130	04/12/2017		
United States	15/486148	04/12/2017		

United States	15/581843	04/28/2017		
United States	14/517640	10/17/2014		
United States	13/438592	04/03/2012		
United States	15/205298	07/08/2016		
United States	15/408686	01/18/2017		
United States	09/161335	09/25/1998	6202425	03/20/2001
United States	12/778269	05/12/2010	8349430	01/08/2013
United States	12/476721	06/02/2009	8362906	01/29/2013
United States	12/728389	03/22/2010	8397406	03/19/2013
United States	13/692321	12/03/2012	8558686	10/15/2013
United States	12/841592	07/22/2010	8683645	04/01/2014
United States	13/692016	12/03/2012	8752311	06/17/2014
United States	13/351918	01/17/2012	8761361	06/24/2014
United States	12/851340	08/05/2010	8813287	08/26/2014
United States	12/951883	11/22/2010	8876366	11/04/2014
United States	13/421603	03/15/2012	9129302	09/08/2015
United States	13/351880	01/17/2012	9203263	12/01/2015
United States	13/661762	10/26/2012	9206985	12/08/2015
United States	13/283943	10/28/2011	9225766	12/29/2015
United States	13/421423	03/15/2012	9438678	09/06/2016
United States	13/834157	03/15/2013	9474430	10/25/2016
United States	12/852250	08/06/2010	9585520	03/07/2017
United States	14/332136	07/15/2014	9617675	04/11/2017
United States	15/355551	11/18/2016	9774195	09/26/2017
United States	14/840893	08/31/2015	9778010	10/03/2017
United States	14/970047	12/15/2015	9810524	11/07/2017

United States	15/000486	01/19/2016	9844175	12/19/2017
United States	13/462474	05/02/2012	9953278	04/24/2018
United States	14/491703	09/19/2014	9958893	05/01/2018
United States	15/485930	04/12/2017	9970229	05/15/2018
United States	15/260635	09/09/2016	10010955	07/03/2018
United States	14/146450	01/02/2014	10027078	07/17/2018
United States	15/147588	05/05/2016	10036588	07/31/2018
United States	15/355345	11/18/2016	10128668	11/13/2018
United States	29/321001	07/09/2008	D593509	06/02/2009
United States	29/320998	07/09/2008	D594423	06/16/2009
United States	29/321000	07/09/2008	D595670	07/07/2009
United States	29/321004	07/09/2008	D595671	07/07/2009
United States	29/320999	07/09/2008	D597038	07/28/2009
United States	29/321002	07/09/2008	D600216	09/15/2009
United States	29/341573	08/07/2009	D612195	03/23/2010
United States	29/341569	08/07/2009	D613009	03/30/2010
United States	29/343685	09/17/2009	D614012	04/20/2010
United States	29/343694	09/17/2009	D614013	04/20/2010
United States	29/335848	04/23/2009	D614925	05/04/2010
United States	29/341605	08/10/2009	D617512	06/08/2010
United States	29/341604	08/10/2009	D618871	06/29/2010
United States	29/355331	02/05/2010	D623468	09/14/2010
United States	29/366653	07/28/2010	D631691	02/01/2011
United States	29/368384	08/23/2010	D645484	09/20/2011
United States	29/341572	08/07/2009	D646859	10/11/2011
United States	29/368385	08/23/2010	D654516	02/21/2012

United States	29/385306	02/11/2011	D654757	02/28/2012
United States	29/385309	02/11/2011	D654758	02/28/2012
United States	29/390665	04/28/2011	D683739	06/04/2013
United States	29/390667	04/28/2011	D683740	06/04/2013
United States	29/446428	02/22/2013	D693175	11/12/2013
United States	29/446430	02/22/2013	D694581	12/03/2013
United States	29/391504	05/10/2011	D695977	12/17/2013
United States	29/449478	03/15/2013	D709725	07/29/2014
United States	29/468858	10/03/2013	D715044	10/14/2014
United States	29/341555	08/07/2009	D721918	02/03/2015
United States	29/448645	03/13/2013	D739618	09/22/2015
United States	29/528358	05/28/2015	D764230	08/23/2016
United States	29/528307	05/28/2015	D764890	08/30/2016
United States	29/528342	05/28/2015	D765459	09/06/2016
United States	29/528308	05/28/2015	D767326	09/27/2016
United States	29/528304	05/28/2015	D767648	09/27/2016
United States	29/528367	05/28/2015	D769673	10/25/2016
United States	29/528397	05/28/2015	D770839	11/08/2016
United States	29/528382	05/28/2015	D773232	12/06/2016
United States	29/528339	05/28/2015	D773917	12/13/2016
United States	29/528355	05/28/2015	D776703	01/17/2017
United States	29/528311	05/28/2015	D778099	02/07/2017
United States	29/528310	05/28/2015	D778111	02/07/2017
United States	29/568155	06/15/2016	D779303	02/21/2017
United States	29/528374	05/28/2015	D781127	03/14/2017
United States	29/465402	08/27/2013	D781510	03/14/2017

United States	29/528384	05/28/2015	D781648	03/21/2017
United States	29/528337	05/28/2015	D782873	04/04/2017
United States	29/569849	06/30/2016	D786651	05/16/2017
United States	29/528402	05/28/2015	D789740	06/20/2017
United States	29/528371	05/28/2015	D790946	07/04/2017
United States	29/571792	07/21/2016	D795312	08/22/2017
United States	29/528391	05/28/2015	D797504	09/19/2017
United States	29/528377	05/28/2015	D798108	09/26/2017
United States	29/528345	05/28/2015	D798661	10/03/2017
United States	29/528347	05/28/2015	D798662	10/03/2017
United States	29/573448	08/05/2016	D802230	11/07/2017
United States	29/586727	12/06/2016	D817066	05/08/2018
United States	29/583675	11/08/2016	D817067	05/08/2018
United States	29/648605	05/22/2018		
United States	29/648572	05/22/2018		
United States	29/472441	11/12/2013	D748431	02/02/2016
United States	14/323585*	07/03/2014		
United States	15/637250*	06/29/2017		
United States	62/594328*	12/04/2017		
United States	62/594211*	12/04/2017		
United States	14/948575*	11/23/2015		

\*- items denoted with an asterisk are assigned solely to the extent of Selle

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ors' right, title or interest therein. ↑

Title
METHOD AND SYSTEM FOR ENABLING WIRELESS CONTROL IN TOOLS BY USE OF PORTABLE POWER SUPPLY SYSTEMS WITH EMBEDDED COMMUNICATION COMPONENTS
DOOR ALARM SYSTEM AND REFRIGERATION DEVICE
CHARGER, CHARGE INDICATOR, AND ASSOCIATED METHODS
PERSONAL HEATER
HEATING DEVICE
SIMPLE AND ASSISTED MECHANISM FOR REGISTERING AN INTERNET-OF-THINGS (IOT) DEVICE
EGG SEPARATOR
MIXER FUNNEL
GRATER
STAND MIXER
STAND MIXER
MIXER BOWL
METHODS AND SYSTEMS FOR DEVICE MANAGEMENT WITH SHARING AND PROGRAMMING CAPABILITY
PROGRAMMABLE POWER TOOL WITH BRUSHLESS DC MOTOR
SLIDABLE BIN WITHIN A REFRIGERATOR DRAWER
SLIDE BATTERY AND POWER TOOL FOR USE WITH BOTH SLIDE AND POST BATTERIES
BUCKET WASHING ATTACHMENT
POSITION FEEDBACK CONTROL METHOD AND POWER TOOL
LAWN MOWING APPARATUS WITH MOWER DECK ALIGNMENT SENSORS
APPARATUS WITH HAND GRIP AND METHOD MOUNTING HAND GRIP
MULTI-MODE AIR COMPRESSOR PRESSURE POWER SWITCH
REDUNDANT ACTUATION LOCK DECOUPLING SYSTEM AND METHODS OF USE
PORTABLE POWER TOOL, BATTERY PACK, AND CELL CONFIGURATIONS FOR SAME
ERGONOMIC GRIPPING MECHANISMS OF A HANDHELD AIR MOVEMENT APPARATUS
ERGONOMIC GRIPPING MECHANISMS OF AN ELECTRIC CUTTING APPARATUS

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POWER TOOL WITH INTEGRATED MEASUREMENT DEVICE AND ASSOCIATED METHODS
BUCKET MIXER INSERT
METHODS AND SYSTEMS FOR CONNECTED SALES ASSOCIATE SERVICES
METHOD AND SYSTEM TO DYNAMICALLY OBFUSCATE A WEB SERVICE INTERFACE
COMPRESSIBLE CONTACTS FOR INTERFACING CHARGER
NON-COMPRESSION CASCADE REFRIGERATION SYSTEM FOR CLOSED REFRIGERATED SPACE
PADDING SYSTEM FOR PROTECTING A HOME APPLIANCE
REMOTE CONTROL DEVICE THAT USES COLOR TO INDICATE CHANGE IN STATUS
SYSTEM AND METHOD FOR USING COLOR TO INDICATE A STATE OF A HOME APPLIANCE, SUCH AS A
REMOTE CONTROL DEVICE THAT USES COLOR TO INDICATE CHANGE IN STATUS
VACUUM CLEANING DEVICE WITH AIR QUALITY MONITORING SYSTEM
SYSTEM AND METHOD FOR USING COLOR TO INDICATE A STATE OF A HOME APPLIANCE, SUCH AS A
MANAGEMENT UNIT WITH MICROPHONE
AUTOMATED LAUNDRY SYSTEM
THROUGH-HEAD STAND MIXER
METHODS AND SYSTEMS FOR COUPON SERVICE APPLICATIONS
METHODS AND SYSTEMS FOR PROVIDING AN APPLIANCE HYBRID MODE
INTEGRATED COOKTOP ASSEMBLY
SYSTEMS AND METHODS FOR PROVIDING SMART APPLIANCES
METHODS AND SYSTEMS FOR APPLIANCE COMMUNITY SERVICE MANAGEMENT
FIXED FULL COVERAGE WASH SYSTEM FOR DISHWASHERS
STAND MIXER WITH CORDLESS KITCHEN APPLIANCE
AUTOMATED LAUNDRY SYSTEM
SYSTEMS AND METHODS FOR PROVIDING CONDUCTIVE CHARGING WITH MULTIPLE TERMINAL CONSTELLATIONS
RETRACTABLE TAPE MEASURE AND SECURING SAME
POWER TOOL WITH OPTICAL MEASUREMENT DEVICE

LAWN MOWING APPARATUS WITH MOWER DECK ALIGNMENT SENSORS
SYSTEM AND METHODS FOR INTERACTING WITH NETWORKED HOME APPLIANCES
METHOD AND SYSTEM FOR ENABLING WIRELESS CONTROL IN TOOLS BY USE OF PORTABLE POWER SUPPLY SYSTEMS WITH EMBEDDED COMMUNICATION COMPONENTS
GARAGE DOOR OPENER SYSTEM WITH AUTO-CLOSE
MITER SAW ASSEMBLY WITH DETACHABLE CIRCULAR SAW
SLIDE BATTERY AND POWER TOOL FOR USE WITH BOTH SLIDE AND POST BATTERIES
DOOR ALARM SYSTEM AND REFRIGERATION DEVICE
CHARGER, CHARGE INDICATOR, AND ASSOCIATED METHODS
REMOTE CONTROL
REMOTE CONTROL
REMOTE CONTROL
REMOTE CONTROL
REMOTE CONTROL
REMOTE CONTROL
STAND MIXER
WASHING MACHINE
APPLIANCE HANDLE
APPLIANCE HANDLE
DUAL WHEEL PIZZA CUTTER
WASHING MACHINE
WASHING MACHINE
STAND MIXER HEAD
STAND MIXER
ICE DISPENSER PADDLE
WASHING MACHINE DOOR AND WINDOW
ICE DISPENSER PADDLE

GRILL
GRILL
APPLIANCE DISPLAY SCREEN WITH A GRAPHICAL USER INTERFACE
APPLIANCE DISPLAY SCREEN WITH A GRAPHICAL USER INTERFACE
COOKTOP
COOKTOP - MULTIPLE BURNER
WASHING MACHINE
MOBILE GRILLING UNIT
HOLSTER FOR A MOBILE DEVICE
COLORED ACCENT FOR AN APPLIANCE USER INTERFACE
DISHWASHER CONTROL PANEL
WARMER DRAWER
APPLIANCE HANDLE
COOKTOP
COOKTOP
REFRIGERATOR
MICROWAVE
OVEN
OVEN
OVEN KNOB
DISHWASHER GRAPHICAL USER INTERFACE
COOKTOP
COOKTOP GRATE
OVEN KNOB
APPLIANCE HANDLE ENDCAP
WASHING MACHINE

OVEN CONTROL PANEL
RADIANT COOKTOP
OVEN KNOB
OVEN CONTROL PANEL
APPLIANCE HANDLE
REFRIDGERATOR DISPENSER
OVEN COOKTOP GRATE
OVEN COOKTOP
COOKTOP GRATE
COOKTOP
DISHWASHER
OVEN
OVEN
MIXER BOWL
SPLASH GUARD
COOKTOP
REFRIGERATOR WITH A TOP SURFACE HAVING A NOTCHED PROFILE FOR PROVIDING ADDITIONAL ST CAPACITY
ONBOARD MEASURING SYSTEM FOR MITER SAWS
STICK VACUUM WITH INDEXING VACUUM HEAD ASSEMBLY
TWO-IN-ONE UPRIGHT VACUUM
INTEGRATED COOKTOP ASSEMBLY

No representation or warranty is made with respect to the Patents denoted with an asterisk.

Country	Status	Application Number	Application Date	Patent Number
Australia	FILED	2015258168	11/16/2015	
Australia	FILED	2016222406	08/31/2016	
Australia	FILED	2016244217	10/11/2016	
Australia	FILED	2016250420	10/27/2016	
Australia	FILED	2016273904	12/14/2016	
Australia	FILED	2017200518	01/25/2017	
Australia	DOCKETED			
Australia	DOCKETED			
Australia	DOCKETED			
Brazil	DOCKETED			
Brazil	DOCKETED			
Brazil	DOCKETED			
Canada	GRANTED	136371	07/15/2010	136371
Canada	GRANTED	136370	07/15/2010	136370
Canada	GRANTED	136376	07/15/2010	136376
Canada	GRANTED	141174	06/28/2011	141174

Canada	GRANTED	141173	06/28/2011	141173
Canada	GRANTED	2714804	09/14/2010	2714804
Canada	GRANTED	2744650	06/28/2011	2744650
Canada	GRANTED	137295	09/27/2010	137295
Canada	GRANTED	2722201	11/23/2010	2722201
Canada	GRANTED	2754233	09/29/2011	2754233
Canada	FILED	2788352	08/30/2012	
Canada	GRANTED	142795	10/20/2011	142795
Canada	GRANTED	142796	10/20/2011	142796
Canada	GRANTED	2758814	11/18/2011	2758814
Canada	GRANTED	2771471	03/19/2012	2771471
Canada	GRANTED	2756475	10/31/2011	2756475
Canada	GRANTED	2800792	01/04/2013	2800792
Canada	FILED	2941582	01/04/2013	
Canada	GRANTED	2801725	01/14/2013	2801725
Canada	GRANTED	2912079	11/16/2015	2912079
Canada	GRANTED	2940626	08/30/2016	2940626

Canada	GRANTED	2944209	10/04/2016	2944209
Canada	FILED	2946915	10/28/2016	
Canada	FILED	2951613	12/13/2016	
Canada	FILED	2955963	01/24/2017	
Canada	DOCKETED			
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Canada	DOCKETED			
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China P.R.	FILED	2015106051069	09/21/2015	
China P.R.	FILED	2015107925991	11/17/2015	
China P.R.	FILED	201610798018X	08/31/2016	
China P.R.	FILED	2016108877561	10/11/2016	
China P.R.	FILED	2015108502778	11/27/2015	
China P.R.	FILED	2016111613643	12/15/2016	
China P.R.	FILED	2017100632522	01/25/2017	

China P.R.	FILED	N/A	09/12/2017	
China P.R.	FILED	N/A	09/12/2017	
China P.R.	DOCKETED			
China P.R.	DOCKETED			
China P.R.	FILED	2018306627877	11/21/2018	
EPC	GRANTED	11187324.6	10/31/2011	2448220
EPC	FILED	15156791.4	02/26/2015	
EPC	GRANTED	16172686.4	02/26/2015	3088113
EPC	FILED	16172700.3	02/26/2015	
EPC	FILED	15185473.4	09/16/2015	
EPC	FILED	15194982.3	11/17/2015	
EPC	FILED	16186661.1	08/31/2016	
EPC	GRANTED	16193401.3	10/11/2016	3165871
EPC	FILED	16195989.5	10/27/2016	
EPC	FILED	16204082.8	12/14/2016	
EPC	FILED	17153121.3	01/25/2017	
EPC	FILED	N/A	09/12/2017	

EPC	FILED	N/A	09/12/2017	
European Community Design	DOCKETED			
European Community Design	DOCKETED			
European Community Design	DOCKETED			
European Community Design	DOCKETED			
European Community Design	DOCKETED			
European Community Design	DOCKETED			
Germany	GRANTED	602011041858.0	10/31/2011	2448220
Germany	GRANTED	16172686.4	02/26/2015	602015015290.5
Germany	GRANTED	16193401.3	10/11/2016	602016004262.2
Great Britain	GRANTED	11187324.6	10/31/2011	2448220
India	FILED	201611007792	03/05/2016	
Mexico	FILED	MX/a/2015/015865	11/17/2015	
Mexico	FILED	MX/a/2016/011269	08/31/2016	
Mexico	FILED	MX/a/2016/013316	10/10/2016	
Mexico	FILED	MX/a/2016/014196	10/28/2016	
Mexico	GRANTED	MX/a/2016/016559	12/14/2016	n/a

Mexico	DOCKETED			
Mexico	DOCKETED			
Mexico	DOCKETED			
Mexico	DOCKETED			
Mexico	DOCKETED			
Mexico	DOCKETED			
PCT	FILED	PCT/US2017/027581	04/14/2017	
PCT	FILED	PCT/US2017/027585	04/14/2017	
PCT	FILED	PCT/US2017/051100	09/12/2017	
PCT	FILED	PCT/US2017/51103	09/12/2017	
PCT	FILED	PCT/US2018/027044	04/11/2018	
PCT	FILED	PCT/US2018/12023	01/02/2018	
PCT	FILED	PCT/US2018/026880	04/10/2018	
South Africa	FILED	A2018/01737	11/12/2018	
South Africa	FILED	A2018/01738	11/12/2018	
South Africa	FILED	A2018/01743	11/12/2018	
South Korea	FILED	10-2015-0094992	07/03/2015	
EPC	FILED	13849710.2	10/04/2013	

PCT	FILED	PCT/US2013/063395	10/04/2013	
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Grant Date	Owner
	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
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	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
02/07/2011	SEARS BRANDS, L.L.C.
02/07/2011	SEARS BRANDS, L.L.C.
02/07/2011	SEARS BRANDS, L.L.C.
01/20/2012	SEARS BRANDS, L.L.C.

01/20/2012	SEARS BRANDS, L.L.C.
04/25/2017	SEARS BRANDS, L.L.C.
08/12/2014	SEARS BRANDS, L.L.C.
04/28/2011	SEARS BRANDS, L.L.C.
02/10/2015	SEARS BRANDS, L.L.C.
11/24/2015	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
05/16/2012	SEARS BRANDS, L.L.C.
05/16/2012	SEARS BRANDS, L.L.C.
07/14/2015	SEARS BRANDS, L.L.C.
04/25/2017	SEARS BRANDS, L.L.C.
05/24/2016	SEARS BRANDS, L.L.C.
10/25/2016	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
05/17/2016	SEARS BRANDS, L.L.C.
12/12/2017	SEARS BRANDS, L.L.C.
10/02/2018	SEARS BRANDS, L.L.C.

10/02/2018	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
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	SEARS BRANDS, L.L.C.
09/27/2017	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
08/22/2018	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
07/25/2018	SEARS BRANDS, L.L.C.
	SEARS BRANDS, L.L.C.
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	SEARS BRANDS, L.L.C.
09/27/2017	SEARS BRANDS, L.L.C.
08/22/2018	SEARS BRANDS, L.L.C.
07/25/2018	SEARS BRANDS, L.L.C.
09/27/2017	SEARS BRANDS, L.L.C.
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	SEARS BRANDS, L.L.C.
09/10/2018	SEARS BRANDS, L.L.C.

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	SEARS BRANDS, L.L.C.
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Title	
ONBOARD MEASURING SYSTEM FOR MITER SAWS	
RETRACTABLE TAPE MEASURE AND SECURING SAME	
HORIZONTAL-REEL TAPE MEASURE	
POSITION FEEDBACK CONTROL METHOD AND POWER TOOL	
POWER TOOL WITH OPTICAL MEASUREMENT DEVICE	
REDUNDANT ACTUATION LOCK DECOUPLING MECHANISM	
EGG SEPARATOR	
MIXER FUNNEL	
GRATER	
EGG SEPARATOR	
MIXER FUNNEL	
GRATER	
WASHING MACHINE DOOR AND WINDOW	
WASHING MACHINE	
WASHING MACHINE DOOR AND WINDOW	
GRILL	

GRILL

SYSTEM AND METHOD FOR PROVIDING DIAGNOSTIC SERVICES

VACUUM CLEANING DEVICE WITH AIR QUALITY MONITORING SYSTEM

STAND MIXER (WITH BOWL LIFT)

THROUGH-HEAD STAND MIXER

ENERGY MANAGEMENT UNIT WITH DIAGNOSTIC CAPABILITIES

SYSTEM AND METHOD FOR REMOVING DENTS FROM A DENTED SURFACE

WASHING MACHINE

WASHING MACHINE

METHODS AND SYSTEMS FOR COMMUNITY ENERGY MANAGEMENT

METHODS AND SYSTEMS FOR APPLIANCE COMMUNITY SERVICE MANAGEMENT

SYSTEMS AND METHODS FOR PROVIDING SMART APPLIANCES

PROGRAMMABLE PORTABLE POWER TOOL WITH BRUSHLESS DC MOTOR

PROGRAMMABLE PORTABLE POWER TOOL WITH BRUSHLESS DC MOTOR

MANAGEMENT UNIT WITH MICROPHONE

ONBOARD MEASURING SYSTEM FOR MITER SAWS

RETRACTABLE TAPE MEASURE AND SECURING SAME

HORIZONTAL-REEL TAPE MEASURE

POSITION FEEDBACK CONTROL METHOD AND POWER TOOL

POWER TOOL WITH OPTICAL MEASUREMENT DEVICE

REDUNDANT ACTUATION LOCK DECOUPLING SYSTEM AND METHODS OF USE

EGG SEPARATOR

MIXER FUNNEL

GRATER

UPPER PORTION OF MIXER IN LOWERED AND RAISED POSITION

STAND MIXER (LOWER PORTION)

MIXER BOWL

METHOD AND SYSTEM FOR ENABLING WIRELESS CONTROL IN TOOLS BY USE OF PORTABLE POWER  
SUPPLY SYSTEMS WITH EMBEDDED COMMUNICATION COMPONENTS

ONBOARD MEASURING SYSTEM FOR MITER SAWS

RETRACTABLE TAPE MEASURE AND SECURING SAME

HORIZONTAL-REEL TAPE MEASURE

POSITION FEEDBACK CONTROL

POWER TOOL WITH OPTICAL MEASUREMENT DEVICE

A REDUNDANT ACTUATION LOCK APPARATUS

SYSTEMS AND METHODS FOR PROVIDING CONDUCTIVE CHARGING WITH MULTIPLE TERMINAL  
CONSTELLATIONS

CHARGER, CHARGE INDICATOR, AND ASSOCIATED METHODS

EGG SEPARATOR

MIXER FUNNEL

GRATER

SYSTEMS AND METHODS FOR PROVIDING SMART APPLIANCES

MITER SAW ASSEMBLY WITH DETACHABLE CIRCULAR SAW

MITER SAW ASSEMBLY WITH DETACHABLE CIRCULAR SAW

MITER SAW ASSEMBLY WITH DETACHABLE CIRCULAR SAW

METHOD AND SYSTEM FOR ENABLING WIRELESS CONTROL IN TOOLS BY USE OF PORTABLE POWER  
SUPPLY SYSTEMS WITH EMBEDDED COMMUNICATION COMPONENTS

ONBOARD MEASURING SYSTEM FOR MITER SAWS

RETRACTABLE TAPE MEASURE AND SECURING SAME

HORIZONTAL-REEL TAPE MEASURE

POSITION FEEDBACK CONTROL METHOD AND POWER TOOL

POWER TOOL WITH OPTICAL MEASUREMENT DEVICE

REDUNDANT ACTUATION LOCK DECOUPLING MECHANISM

SYSTEMS AND METHODS FOR PROVIDING CONDUCTIVE CHARGING WITH MULTIPLE TERMINAL  
CONSTELLATIONS

CHARGER, CHARGE INDICATOR, AND ASSOCIATED METHODS

EGG SEPARATOR

MIXER FUNNEL

GRATER

UPPER PORTION OF MIXER IN LOWERED AND RAISED POSITION

STAND MIXER (LOWER PORTION)

MIXER BOWL

SYSTEMS AND METHODS FOR PROVIDING SMART APPLIANCES

MITER SAW ASSEMBLY WITH DETACHABLE CIRCULAR SAW

HORIZONTAL-REEL TAPE MEASURE

SYSTEMS AND METHODS FOR PROVIDING SMART APPLIANCES

METHOD AND SYSTEM TO DYNAMICALLY GENERATE A WEB SERVICES INTERFACE THEREBY  
PREVENTING UNSOLICITED REQUESTS FROM REACHING THE WEB SERVICE RUNNING IN APPLICATION  
SERVER AND NEGATIVELY IMPACTING THE APPLICATION PERFORMANCE

ONBOARD MEASURING SYSTEM FOR MITER SAWS

RETRACTABLE TAPE MEASURE AND SECURING SAME

HORIZONTAL-REEL TAPE MEASURE

POSITION FEEDBACK CONTROL METHOD AND POWER TOOL

POWER TOOL WITH OPTICAL MEASUREMENT DEVICE

EGG SEPARATOR

MIXER FUNNEL

GRATER

UPPER PORTION OF MIXER IN LOWERED AND RAISED POSITION

STAND MIXER (LOWER PORTION)

MIXER BOWL

ERGONOMIC GRIPPING MECHANISMS OF A HANDHELD AIR MOVEMENT APPARATUS

ERGONOMIC GRIPPING MECHANISMS OF AN ELECTRIC CUTTING APPARATUS

SYSTEMS AND METHODS FOR PROVIDING CONDUCTIVE CHARGING WITH MULTIPLE TERMINAL  
CONSTELLATIONS

CHARGER, CHARGE INDICATOR, AND ASSOCIATED METHODS

POWER TOOL WITH INTEGRATED MEASUREMENT DEVICE AND ASSOCIATED METHODS

COMPRESSIBLE CONTACTS FOR INTERFACING CHARGER

GARAGE DOOR OPENER SYSTEM WITH AUTO-CLOSE

EGG SEPARATOR

MIXER FUNNEL

GRATER

REFRIGERATOR WITH A TOP SURFACE HAVING A NOTCHED PROFILE FOR PROVIDING ADDITIONAL  
STORAGE CAPACITY

INTEGRATED COOKTOP ASSEMBLY

INTEGRATED COOKTOP ASSEMBLY

[illegible]

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears ... apparel catalog of half sizes and women's sizes.	CSN00006952
Sears, Roebuck and Co.	Sears ... apparel catalog of half sizes and women's sizes.	CSN00006952
Sears, Roebuck and Co.	Sears ... camera and photographic supplies catalog.	CSN00006955
Sears, Roebuck and Co.	Sears catalog of accessories for mobile homes : our most complete selection ever of accessories to help beautify your mobile home, inside and out.	CSN00006956
Sears, Roebuck and Co.	Sears ... catalog of camping and recreational vehicle equipment.	CSN00006957
Sears, Roebuck and Co.	Sears ... catalog of imported car accessories and replacement parts.	CSN00006958
Sears, Roebuck and Co.	Sears ... catalog of replacement parts and accessories for Jeep and other 4- wheel drive vehicles and vans.	CSN00006959
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN00006962
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN00006962
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN00006962
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN00006962
Sears, Roebuck and Co.	Sears summer.	CSN00006966
Sears, Roebuck and Co.	Sears summer.	CSN00006966
Sears, Roebuck and Co.	Sears spring/summer men's apparel catalog for . : big and tall sizes.	CSN00006967
Sears, Roebuck and Co.	Sears spring/summer men's apparel catalog for . : big and tall sizes.	CSN00006967
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013578
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013578
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013579
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013579
Sears, Roebuck and Co.	Sears : catalog.	CSN0013580
Sears, Roebuck and Co.	Sears : catalog.	CSN0013580
Sears, Roebuck and Co.	Sears : [catalog].	CSN0013580
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013581
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013581
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013582
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013582
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013583
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013583
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013584
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013584
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013585
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013585
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0013586

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears : catalog.	CSN0013587
Sears, Roebuck and Co.	Sears : catalog.	CSN0013587
Sears, Roebuck and Co.	Sears : [catalog].	CSN0013587
Sears, Roebuck and Co.	Sears : catalog.	CSN0013588
Sears, Roebuck and Co.	Sears : catalog.	CSN0013588
Sears, Roebuck and Co.	Sears : [catalog].	CSN0013588
Sears, Roebuck and Co.	Sears : catalog.	CSN0013589
Sears, Roebuck and Co.	Sears : catalog.	CSN0013589
Sears, Roebuck and Co.	Sears : catalog.	CSN0013589
Sears, Roebuck and Co.	Sears : catalog.	CSN0013589
Sears, Roebuck and Co.	Sears : catalog.	CSN0013589
Sears, Roebuck and Co.	Sears : [catalog].	CSN0013589
Sears, Roebuck and Co.	Sears.	CSN0013590
Sears, Roebuck and Co.	Sears.	CSN0013590
Sears, Roebuck and Co.	Sears.	CSN0013590
Sears, Roebuck and Co.	Sears.	CSN0013591
Sears, Roebuck and Co.	Sears.	CSN0013591
Sears, Roebuck and Co.	Sears.	CSN0013591
Sears, Roebuck and Co.	Sears.	CSN0013592
Sears, Roebuck and Co.	Sears.	CSN0013592
Sears, Roebuck and Co.	Sears.	CSN0013592
Sears, Roebuck and Co.	Sears.	CSN0013593
Sears, Roebuck and Co.	Sears.	CSN0013593
Sears, Roebuck and Co.	Sears.	CSN0013593
Sears, Roebuck and Co.	Sears : catalog.	CSN0013593
Sears, Roebuck and Co.	Sears.	CSN0013594
Sears, Roebuck and Co.	Sears.	CSN0013594
Sears, Roebuck and Co.	Sears.	CSN0013594
Sears, Roebuck and Co.	Sears.	CSN0013595
Sears, Roebuck and Co.	Sears.	CSN0013595
Sears, Roebuck and Co.	Sears.	CSN0013595
Sears, Roebuck and Co.	Sears.	CSN0013595
Sears, Roebuck and Co.	Sears.	CSN0013595
Sears, Roebuck and Co.	Sears.	CSN0013596

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears.	CSN0013596
Sears, Roebuck and Co.	Sears.	CSN0013596
Sears, Roebuck and Co.	Sears : [catalog].	CSN0013597
Sears, Roebuck and Co.	Sears : [catalog].	CSN0013597
Sears, Roebuck and Co.	Sears : [catalog].	CSN0013597
Sears, Roebuck and Co.	Sears hunting ... catalog.	CSN0013601
Sears, Roebuck and Co.	Sears hunting ... catalog.	CSN0013601
Sears, Roebuck and Co.	Sears hunting ... catalog.	CSN0013601
Sears, Roebuck and Co.	Sears hunting ... catalog.	CSN0013601
Sears, Roebuck and Co.	Sears ... men's apparel catalog of big and tall sizes.	CSN0013602
Sears, Roebuck and Co.	Sears ... men's apparel catalog of big and tall sizes.	CSN0013602
Sears, Roebuck and Co.	Sears western catalog.	CSN0013606
Sears, Roebuck and Co.	Sears western catalog.	CSN0013606
Sears, Roebuck and Co.	Sears western catalog.	CSN0013607
Sears, Roebuck and Co.	Sears western catalog.	CSN0013607
Sears, Roebuck and Co.	Winter sports apparel and equipment catalog.	CSN0014595
Sears, Roebuck and Co.	Boating and fishing catalog for . : sports center / Sears.	CSN0015335
Sears, Roebuck and Co.	Boating and fishing catalog for . : sports center / Sears.	CSN0015335
Sears, Roebuck and Co.	Boating and fishing catalog for . : sports center / Sears.	CSN0015336
Sears, Roebuck and Co.	Boating and fishing catalog for . : sports center / Sears.	CSN0015336
Sears, Roebuck and Co.	Boating and fishing catalog for . : sports center / Sears.	CSN0015337
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018465
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018465
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018465
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018466
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018466
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018466
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018467
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018467
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018467
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018468
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018468
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018469
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018469
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018469
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018470

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0018470
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018476
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018476
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018476
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018477
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018477
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018477
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018478
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018478
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018478
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018479
Sears, Roebuck and Co.	Sears business equipment and supply catalog ..	CSN0018479
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories and replacement parts for imported cars and pickup trucks.</u>	CSN0018480
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories and replacement parts for imported cars and pickup trucks.</u>	CSN0018481
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018482
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018482
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018482
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018483
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018483
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018483
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018484
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018484
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018484
Sears, Roebuck and Co.	<u>Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.</u>	CSN0018485

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.	CSN0018485
Sears, Roebuck and Co.	Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.	CSN0018485
Sears, Roebuck and Co.	Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.	CSN0018486
Sears, Roebuck and Co.	Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.	CSN0018486
Sears, Roebuck and Co.	Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.	CSN0018486
Sears, Roebuck and Co.	Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.	CSN0018487
Sears, Roebuck and Co.	Sears ... catalog of accessories for mobile homes : a complete selection of items to help make your mobile home more functional, more beautiful.	CSN0018487
Sears, Roebuck and Co.	Sears ... catalog of parts and accessories for recreational vehicles.	CSN0018488
Sears, Roebuck and Co.	Sears ... catalog of parts and accessories for recreational vehicles.	CSN0018489
Sears, Roebuck and Co.	Sears floorcoverings ..	CSN0018491
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018492
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018492
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018493
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018493
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018494
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018494
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018495
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018495
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0018495
Sears, Roebuck and Co.	Uniforms ..	CSN0019020
Sears, Roebuck and Co.	Uniforms ..	CSN0019020
Sears, Roebuck and Co.	Uniforms ..	CSN0019021
Sears, Roebuck and Co.	Uniforms ..	CSN0019021
Sears, Roebuck and Co.	Men's apparel catalog of big and tall sizes.	CSN0021878
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0022957
Sears, Roebuck and Co.	Sears ... camera and photographic supplies catalog.	CSN0022961
Sears, Roebuck and Co.	Sears ... camera and photographic supplies catalog.	CSN0022961
Sears, Roebuck and Co.	Sears ... camera and photographic supplies catalog.	CSN0022961
Sears, Roebuck and Co.	Sears ... camera and photographic supplies catalog.	CSN0022961

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears ... camera and photographic supplies catalog.	CSN0022961
Sears, Roebuck and Co.	Sears Craftman tools : ... catalog of power and hand tools.	CSN0022963
Sears, Roebuck and Co.	Sears ... home health care / Sears, Roebuck and Company.	CSN0022965
Sears, Roebuck and Co.	Winter sports apparel and equipment catalog : [catalog F7562].	CSN0023688
Sears, Roebuck and Co.	Winter sports apparel and equipment catalog.	CSN0023688
Sears, Roebuck and Co.	Boating and fishing catalog for . / Sears.	CSN0024365
Sears, Roebuck and Co.	Catalog of parts and accessories for vans, pickups, R V's, 4 W D's.	CSN0024611
Sears, Roebuck and Co.	Catalog of parts and accessories for vans, pickups, R V's, 4 W D's.	CSN0024612
Sears, Roebuck and Co.	Catalog of parts and accessories for vans, pickups, R V's, 4 W D's.	CSN0024613
Sears, Roebuck and Co.	Sears.	CSN0027419
Sears, Roebuck and Co.	Sears.	CSN0027419
Sears, Roebuck and Co.	Sears.	CSN0027420
Sears, Roebuck and Co.	Sears.	CSN0027420
Sears, Roebuck and Co.	Sears.	CSN0027421
Sears, Roebuck and Co.	Sears.	CSN0027421
Sears, Roebuck and Co.	Sears.	CSN0027422
Sears, Roebuck and Co.	Sears.	CSN0027422
Sears, Roebuck and Co.	Sears ... catalog of made to measure window fashions.	CSN0027427
Sears, Roebuck and Co.	Sears ... catalog of made to measure window fashions.	CSN0027427
Sears, Roebuck and Co.	Sears floorcoverings ...	CSN0027429
Sears, Roebuck and Co.	Sears floorcoverings ...	CSN0027429
Sears, Roebuck and Co.	Sears floorcoverings ...	CSN0027429
Sears, Roebuck and Co.	Sears ... farm and ranch catalog.	CSN0027430
Sears, Roebuck and Co.	Sears .... men's apparel catalog of big and tall sizes.	CSN0027435
Sears, Roebuck and Co.	Sears ... men's apparel catalog of big and tall sizes.	CSN0027435
Sears, Roebuck and Co.	<u>Uniforms . : for women and men engaged in medical, laboratory, restaurant, and hair styling services / Sears.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . : for women and men engaged in medical, laboratory, restaurant, and hair styling services / Sears.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . : for women and men engaged in medical, laboratory, restaurant, and hair styling services / Sears.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . : for women and men engaged in medical, laboratory, restaurant, and hair styling services / Sears.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . : for women and men engaged in medical, laboratory, restaurant, and hair styling services / Sears.</u>	CSN0027973

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	<u>Uniforms . . : for women and men engaged in medical, laboratory, restaurant, and hair styling services / Sears.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . . : for women and men engaged in medical, laboratory, restaurant, and hair styling services / Sears.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . . : our complete selection in the sizes, styles, and fabrics you want!.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . . : our complete selection in the sizes, styles, and fabrics you want!.</u>	CSN0027973
Sears, Roebuck and Co.	<u>Uniforms . . : our complete selection in the sizes, styles, and fabrics you want!.</u>	CSN0027973
Sears, Roebuck and Co.	Apparel catalog for big and tall men.	CSN0028549
Sears, Roebuck and Co.	Apparel catalog for big and tall men.	CSN0028549
Sears, Roebuck and Co.	Home health care : catalog / Sears, Roebuck and Company.	CSN0029828
Sears, Roebuck and Co.	Home health care : catalog / Sears, Roebuck and Company.	CSN0029828
Sears, Roebuck and Co.	Home health care : catalog / Sears, Roebuck and Company.	CSN0029828
Sears, Roebuck and Co.	Home health care : catalog / Sears, Roebuck and Company.	CSN0029828
Sears, Roebuck and Co.	Home health care : catalog / Sears, Roebuck and Company.	CSN0029828
Sears, Roebuck and Co.	Home health care : catalog / Sears, Roebuck and Company.	CSN0029828
Sears, Roebuck and Co.	Home health care : catalog / Sears, Roebuck and Company.	CSN0029828
Sears, Roebuck and Co.	<u>Home health care : America's largest catalog of hospital-quality items for the home.</u>	CSN0029828
Sears, Roebuck and Co.	Pacific coaster / editor, Veronica F. Gunnerson ... [et al.].	CSN0030758
Sears, Roebuck and Co.	Pacific coaster / editor, Veronica F. Gunnerson ... [et al.].	CSN0030758
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0031224
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0031225
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0031226
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0031227
Sears, Roebuck and Co.	Sears : wish book for the ... holiday season.	CSN0031228
Sears, Roebuck and Co.	Sears : [catalog].	CSN0031229
Sears, Roebuck and Co.	Sears : [catalog].	CSN0031229
Sears, Roebuck and Co.	Sears : [catalog].	CSN0031230
Sears, Roebuck and Co.	Sears : [catalog].	CSN0031230
Sears, Roebuck and Co.	Sears : [catalog].	CSN0031230
Sears, Roebuck and Co.	Sears western catalog ..	CSN0031237
Sears, Roebuck and Co.	Sears western catalog .. [Philadelphia-Boston ed.].	CSN0031238
Sears, Roebuck and Co.	Office supplies and equipment ... catalog.	CSN0034564
Sears, Roebuck and Co.	Office supplies and equipment ... catalog.	CSN0034564

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Office supplies and equipment ... catalog.	CSN0034565
Sears, Roebuck and Co.	Office supplies and equipment ... catalog.	CSN0034565
Sears, Roebuck and Co.	Office supplies and equipment ... catalog.	CSN0034566
Sears, Roebuck and Co.	Office supplies and equipment ... catalog.	CSN0034566
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0035129
Sears, Roebuck and Co.	Sears boating and fishing catalog for ..	CSN0035133
Sears, Roebuck and Co.	Sears boating and fishing catalog for ..	CSN0035133
Sears, Roebuck and Co.	Sears boating and fishing catalog for ..	CSN0035134
Sears, Roebuck and Co.	Sears boating and fishing catalog for ..	CSN0035134
Sears, Roebuck and Co.	Sears boating and fishing catalog for ..	CSN0035135
Sears, Roebuck and Co.	Sears boating and fishing catalog for ..	CSN0035135
Sears, Roebuck and Co.	Sears ... farm & ranch catalog.	CSN0035137
Sears, Roebuck and Co.	Sears ... farm & ranch catalog.	CSN0035138
Sears, Roebuck and Co.	Sears ... farm & ranch catalog.	CSN0035139
Sears, Roebuck and Co.	Sears Rec ... vehicle parts and accessories catalog.	CSN0035142
Sears, Roebuck and Co.	Sears Rec ... vehicle parts and accessories catalog.	CSN0035143
Sears, Roebuck and Co.	Sears West / editor, Veronica F. Gunnerson.	CSN0035147
Sears, Roebuck and Co.	Sears West / editor, Veronica F. Gunnerson.	CSN0035147
Sears, Roebuck and Co.	Sears West / editor, Veronica F. Gunnerson.	CSN0035147
Sears, Roebuck and Co.	Sears West / editor, Veronica F. Gunnerson.	CSN0035147
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038929
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038929
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038929
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038930
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038930
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038931
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038931
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038931
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038931
Sears, Roebuck and Co.	Sears : Wish Book : catalog.	CSN0038931
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	Sears : [catalog].	CSN0038932
Sears, Roebuck and Co.	<u>Winter sports apparel and equipment catalog / Sears, Roebuck, and Company.</u>	CSN0039616
Sears, Roebuck and Co.	Accessories for mobile homes.	CSN0039757
Sears, Roebuck and Co.	Accessories for mobile homes.	CSN0039757
Sears, Roebuck and Co.	Apparel for big and tall men : catalog.	CSN0039897
Sears, Roebuck and Co.	Apparel for big and tall men : catalog.	CSN0039897
Sears, Roebuck and Co.	Apparel for big and tall men : catalog.	CSN0039897
Sears, Roebuck and Co.	Especially for mother and baby.	CSN0040699
Sears, Roebuck and Co.	Floorcoverings.	CSN0040814
Sears, Roebuck and Co.	Made-to-your-measure window fashions : catalog.	CSN0041423
Sears, Roebuck and Co.	Rec vehicles.	CSN0042081
Sears, Roebuck and Co.	Sears : catalog.	CSN0042220
Sears, Roebuck and Co.	Sears : catalog.	CSN0042220
Sears, Roebuck and Co.	Sears : catalog.	CSN0042221
Sears, Roebuck and Co.	Sears : catalog.	CSN0042221
Sears, Roebuck and Co.	Sears : catalog.	CSN0042221
Sears, Roebuck and Co.	Sears : catalog.	CSN0042222
Sears, Roebuck and Co.	Sears : catalog.	CSN0042222
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0042223
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0042223
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0042224
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0042225
Sears, Roebuck and Co.	Sears : summer ... : catalog.	CSN0042225
Sears, Roebuck and Co.	<u>Apparel plus hard-to-find items for big and tall men : [GJ ... key letter : catalog].</u>	CSN0043029
Sears, Roebuck and Co.	Boating and fishing.	CSN0043206
Sears, Roebuck and Co.	Boating and fishing.	CSN0043206
Sears, Roebuck and Co.	Boating and fishing.	CSN0043206
Sears, Roebuck and Co.	Boating and fishing.	CSN0043206
Sears, Roebuck and Co.	Boating and fishing.	CSN0043207
Sears, Roebuck and Co.	Boating and fishing.	CSN0043207
Sears, Roebuck and Co.	Boating and fishing.	CSN0043207

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Boating and fishing.	CSN00043207
Sears, Roebuck and Co.	Boating and fishing.	CSN00043207
Sears, Roebuck and Co.	Boating and fishing.	CSN00043207
Sears, Roebuck and Co.	Especially for cooks.	CSN00043844
Sears, Roebuck and Co.	Especially for cooks.	CSN00043844
Sears, Roebuck and Co.	Farm and ranch.	CSN00043878
Sears, Roebuck and Co.	Farm and ranch.	CSN00043878
Sears, Roebuck and Co.	Farm and ranch.	CSN00043878
Sears, Roebuck and Co.	Farm and ranch.	CSN00043878
Sears, Roebuck and Co.	Fashions in women's and half sizes.	CSN00043889
Sears, Roebuck and Co.	Fashions in women's and half sizes.	CSN00043889
Sears, Roebuck and Co.	Fashions in women's and half sizes.	CSN00043889
Sears, Roebuck and Co.	Fashions in women's and half sizes.	CSN00043889
Sears, Roebuck and Co.	Office supplies and equipment.	CSN00044920
Sears, Roebuck and Co.	Office supplies and equipment.	CSN00044920
Sears, Roebuck and Co.	Office supplies and equipment.	CSN00044920
Sears, Roebuck and Co.	Office supplies and equipment.	CSN00044920
Sears, Roebuck and Co.	Western : catalog.	CSN00045781
Sears, Roebuck and Co.	Western : catalog.	CSN00045781
Sears, Roebuck and Co.	Accessories for your mobile home or manufactured home.	CSN00045954
Sears, Roebuck and Co.	Accessories for your mobile home or manufactured home.	CSN00045954
Sears, Roebuck and Co.	Boating and fishing.	CSN00046215
Sears, Roebuck and Co.	Carpeting.	CSN00046346
Sears, Roebuck and Co.	<u>Carpeting : and decorator rugs, vinyl sheet goods, cushions, installation accessories : ideas for your home.</u>	CSN00046346
Sears, Roebuck and Co.	<u>Carpeting : and decorator rugs, vinyl sheet goods, cushions, installation accessories : ideas for your home.</u>	CSN00046346
Sears, Roebuck and Co.	Especially for home owners.	CSN00046792
Sears, Roebuck and Co.	Farm and garden.	CSN00046833
Sears, Roebuck and Co.	Farm and garden.	CSN00046834
Sears, Roebuck and Co.	Recreational vehicle and camping equipment. --1983-.	CSN00047948
Sears, Roebuck and Co.	Recreational vehicle and camping equipment. --1983-.	CSN00047948
Sears, Roebuck and Co.	Recreational vehicle and camping equipment. --1983-.	CSN00047948
Sears, Roebuck and Co.	Recreational vehicle and camping equipment. --1983-.	CSN00047948
Sears, Roebuck and Co.	Sears : [catalog].	CSN00048076
Sears, Roebuck and Co.	Sears : [catalog].	CSN00048076

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears : [catalog].	CSN0048076
Sears, Roebuck and Co.	Sears : [catalog].	CSN0048076
Sears, Roebuck and Co.	Sears : summer catalog ....	CSN0048077
Sears, Roebuck and Co.	Especially for mother to be & baby.	CSN0049734
Sears, Roebuck and Co.	Especially for mother to be & baby.	CSN0049734
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Power and hand tools.	CSN0051019
Sears, Roebuck and Co.	Sears : Wish Book : [catalog].	CSN0051314
Sears, Roebuck and Co.	<u>Sears calling : featuring over 250 phone products from Sears, A T &amp; T, I T T, Magnavox, Panasonic, Phone-Mate, G T E, and others.</u>	CSN0051316
Sears, Roebuck and Co.	Sear, Roebuck, and Company annual report ...	CSN0051320
Sears, Roebuck and Co.	Sear, Roebuck, and Company annual report ...	CSN0051320
Sears, Roebuck and Co.	Stitch 'n' latch crafts.	CSN0051469
Sears, Roebuck and Co.	Toys.	CSN0051646
Sears, Roebuck and Co.	Big and tall men.	CSN0052269
Sears, Roebuck and Co.	Big and tall men.	CSN0052269
Sears, Roebuck and Co.	Big and tall men.	CSN0052269
Sears, Roebuck and Co.	Big and tall men.	CSN0052269
Sears, Roebuck and Co.	Big and tall men.	CSN0052269
Sears, Roebuck and Co.	Farm, ranch, and garden.	CSN0052916
Sears, Roebuck and Co.	Farm, ranch, and garden.	CSN0052916
Sears, Roebuck and Co.	<u>Fix it up headquarters for your mobile home or manufactured home.</u>	CSN0052965
Sears, Roebuck and Co.	Ideas for your home : appliances.	CSN0053307
Sears, Roebuck and Co.	Ideas for your home : kitchen & bath.	CSN0053308
Sears, Roebuck and Co.	Ideas for your home : kitchen and bath.	CSN0053308
Sears, Roebuck and Co.	Ideas for your home : kitchen and bath.	CSN0053308
Sears, Roebuck and Co.	Ideas for your home : kitchen and bath.	CSN0053308
Sears, Roebuck and Co.	Sears : spring, summer : [catalog].	CSN0054425
Sears, Roebuck and Co.	Sears : spring, summer : [catalog].	CSN0054425
Sears, Roebuck and Co.	Sears : spectacular spring/summer catalog values.	CSN0054426
Sears, Roebuck and Co.	Sears : spring, summer : [catalog].	CSN0054427

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears : spring, summer : [catalog].	CSN0054427
Sears, Roebuck and Co.	Sears : spring, summer : [catalog].	CSN0054427
Sears, Roebuck and Co.	Sears : spring, summer : [catalog].	CSN0054427
Sears, Roebuck and Co.	<u>Sears : spectacular winter catalog : apparel, home fashions, appliances, electronics sale.</u>	CSN0054428
Sears, Roebuck and Co.	<u>Sears : spectacular winter catalog : apparel, home fashions, appliances, electronics sale.</u>	CSN0054428
Sears, Roebuck and Co.	<u>Sears : spectacular winter catalog : apparel, home fashions, appliances, electronics sale.</u>	CSN0054429
Sears, Roebuck and Co.	<u>Sears : spectacular winter catalog : apparel, home fashions, appliances, electronics sale.</u>	CSN0054429
Sears, Roebuck and Co.	<u>Cameras and photo/video equipment : catalog.</u>	CSN0055372
Sears, Roebuck and Co.	Fashions, women's and half sizes.	CSN0055886
Sears, Roebuck and Co.	Home health care resource.	CSN0056110
Sears, Roebuck and Co.	Home health care resource.	CSN0056111
Sears, Roebuck and Co.	Home health care resource.	CSN0056112
Sears, Roebuck and Co.	Home health care resource.	CSN0056113
Sears, Roebuck and Co.	Home health care resource.	CSN0056114
Sears, Roebuck and Co.	Home health care resource.	CSN0056115
Sears, Roebuck and Co.	Home health care resource.	CSN0056116
Sears, Roebuck and Co.	Home health care resource.	CSN0056117
Sears, Roebuck and Co.	Home health care resource.	CSN0056118
Sears, Roebuck and Co.	Home health care resource.	CSN0056119
Sears, Roebuck and Co.	Home health care resource.	CSN0056120
Sears, Roebuck and Co.	Home health care resource.	CSN0056121
Sears, Roebuck and Co.	Home health care resource.	CSN0056122
Sears, Roebuck and Co.	Home health care resource.	CSN0056123
Sears, Roebuck and Co.	Home health care resource.	CSN0056124
Sears, Roebuck and Co.	Home health care resource : catalog.	CSN0056125
Sears, Roebuck and Co.	Home health care resource.	CSN0056126
Sears, Roebuck and Co.	Home health care resource.	CSN0056127
Sears, Roebuck and Co.	Home health care resource.	CSN0056128
Sears, Roebuck and Co.	Men's work clothes : catalog.	CSN0056570
Sears, Roebuck and Co.	Mother-to-be and baby.	CSN0056657
Sears, Roebuck and Co.	Mother-to-be and baby.	CSN0056657
Sears, Roebuck and Co.	Mother-to-be and baby.	CSN0056657

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears : Wish Book : [catalog].	CSN0057258
Sears, Roebuck and Co.	Sears : Wish Book : [catalog].	CSN0057258
Sears, Roebuck and Co.	Sears : Wish Book : [catalog].	CSN0057258
Sears, Roebuck and Co.	Sears : Wish Book : [catalog].	CSN0057258
Sears, Roebuck and Co.	Stith, latch & other crafts.	CSN0057423
Sears, Roebuck and Co.	<u>America's catalog headquarters for replacement merchandise for your</u> mobile home.	CSN0058008
Sears, Roebuck and Co.	Farm, ranch, and estate.	CSN0058939
Sears, Roebuck and Co.	Farm, ranch, and estate.	CSN0058939
Sears, Roebuck and Co.	Farm, ranch, and estate.	CSN0058939
Sears, Roebuck and Co.	Home health care resource.	CSN0059196
Sears, Roebuck and Co.	Home health care resource.	CSN0059196
Sears, Roebuck and Co.	Industrial products catalog : Sears contract sales.	CSN0059323
Sears, Roebuck and Co.	Industrial products catalog : Sears contract sales.	CSN0059323
Sears, Roebuck and Co.	Office equipment and supplies.	CSN0059949
Sears, Roebuck and Co.	Office equipment and supplies.	CSN0059949
Sears, Roebuck and Co.	Office equipment and supplies.	CSN0059949
Sears, Roebuck and Co.	Office equipment and supplies.	CSN0059949
Sears, Roebuck and Co.	Sears : [catalog].	CSN0060448
Sears, Roebuck and Co.	Sears : [catalog].	CSN0060448
Sears, Roebuck and Co.	Sears : [catalog].	CSN0060448
Sears, Roebuck and Co.	Sears : [catalog].	CSN0060448
Sears, Roebuck and Co.	Sears : [catalog].	CSN0060448
Sears, Roebuck and Co.	Crafts.	CSN0061775
Sears, Roebuck and Co.	Ideas for your home : home comfort.	CSN0062384
Sears, Roebuck and Co.	In your size : for men 5 ft. 7 in. and under.	CSN0062408
Sears, Roebuck and Co.	In your size big and tall men.	CSN0062409
Sears, Roebuck and Co.	In your size big and tall men.	CSN0062409
Sears, Roebuck and Co.	In your size big and tall men.	CSN0062409
Sears, Roebuck and Co.	In your size petites.	CSN0062410
Sears, Roebuck and Co.	In your size petites.	CSN0062410
Sears, Roebuck and Co.	In your size petites.	CSN0062410
Sears, Roebuck and Co.	In your size women's and half sizes.	CSN0062411
Sears, Roebuck and Co.	In your size women's and half sizes.	CSN0062411
Sears, Roebuck and Co.	In your size women's and half sizes.	CSN0062411
Sears, Roebuck and Co.	In your size workwear.	CSN0062412

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	In your size workwear.	CSN0062412
Sears, Roebuck and Co.	Motorcycle and A T V parts and accessories.	CSN0062813
Sears, Roebuck and Co.	Ideas for your home : carpeting and no-wax vinyl flooring.	CSN0065294
Sears, Roebuck and Co.	Ideas for your home : heating and cooling.	CSN0065295
Sears, Roebuck and Co.	Ideas for your home : mobile home.	CSN0065296
Sears, Roebuck and Co.	In your size for men 5 feet, 7 inches and under.	CSN0065317
Sears, Roebuck and Co.	In your size uniforms.	CSN0065318
Sears, Roebuck and Co.	In your size uniforms.	CSN0065318
Sears, Roebuck and Co.	In your size uniforms.	CSN0065318
Sears, Roebuck and Co.	Motorcycle accessories and apparel : catalog.	CSN0065782
Sears, Roebuck and Co.	Motorcycle accessories and apparel : catalog.	CSN0065782
Sears, Roebuck and Co.	Motorcycle accessories and apparel : catalog.	CSN0065782
Sears, Roebuck and Co.	Van, R V trailer and camping equipment : catalog.	CSN0066673
Sears, Roebuck and Co.	4x4, off-road pickup and camping equipment : catalog.	CSN0066835
Sears, Roebuck and Co.	4x4, off-road pickup and camping equipment : catalog.	CSN0066835
Sears, Roebuck and Co.	Infants 'n' toddlers.	CSN0068093
Sears, Roebuck and Co.	Infants 'n' toddlers.	CSN0068093
Sears, Roebuck and Co.	Cooling : catalog.	CSN0070301
Sears, Roebuck and Co.	Home health care products.	CSN0070869
Sears, Roebuck and Co.	Home health care products.	CSN0070869
Sears, Roebuck and Co.	Sears : home, hardware & leisure.	CSN0072137
Sears, Roebuck and Co.	Sears : home, hardware & leisure.	CSN0072137
Sears, Roebuck and Co.	Sears : home, hardware & leisure.	CSN0072137
Sears, Roebuck and Co.	Sears : home, hardware & leisure.	CSN0072138
Sears, Roebuck and Co.	Sears : home, hardware & leisure.	CSN0072138
Sears, Roebuck and Co.	Sears.	CSN0072139
Sears, Roebuck and Co.	Sears.	CSN0072139
Sears, Roebuck and Co.	Van, R V and camping equipment : catalog.	CSN0072574
Sears, Roebuck and Co.	Van, R V and camping equipment : catalog.	CSN0072574
Sears, Roebuck and Co.	Heating : catalog.	CSN0073862
Sears, Roebuck and Co.	Petites.	CSN0074643
Sears, Roebuck and Co.	Sears : wish book for kids : America's greatest toy catalog.	CSN0074944
Sears, Roebuck and Co.	Sears : wish book.	CSN0074944
Sears, Roebuck and Co.	Sears : wish book.	CSN0074944
Sears, Roebuck and Co.	Women's and half sizes.	CSN0075429

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	<u>Health care : America's largest catalog assortment of hospital-quality merchandise.</u>	CSN0076694
Sears, Roebuck and Co.	<u>Health care : America's largest catalog assortment of hospital-quality merchandise.</u>	CSN0076694
Sears, Roebuck and Co.	<u>Health care : America's largest catalog assortment of hospital-quality merchandise.</u>	CSN0076694
Sears, Roebuck and Co.	<u>Mobile home accessories : the largest catalog selection anywhere of products specifically designed for your mobile home.</u>	CSN0077241
Sears, Roebuck and Co.	Sears : America's favorite catalog.	CSN0077872
Sears, Roebuck and Co.	Sears : America's favorite catalog.	CSN0077873
Sears, Roebuck and Co.	Sears : America's favorite catalog.	CSN0077873
Sears, Roebuck and Co.	Sears : America's favorite catalog.	CSN0080621
Sears, Roebuck and Co.	Sears : America's favorite catalog.	CSN0080621
Sears, Roebuck and Co.	Sears : America's favorite catalog.	CSN0080621
Sears, Roebuck and Co.	Mature Outlook / editor, Ed Kittrell ... [et al.].	CSN0082660
Sears, Roebuck and Co.	Mature Outlook / editor, Ed Kittrell ... [et al.].	CSN0082660
Sears, Roebuck and Co.	<u>Mobile home : the largest catalog selection of products designed for mobile homes : specialog.</u>	CSN0082725
Sears, Roebuck and Co.	<u>Mobile home : the largest catalog selection of products designed for mobile homes : specialog.</u>	CSN0082725
Sears, Roebuck and Co.	Office : essentials for your home or business : specialog.	CSN0082876
Sears, Roebuck and Co.	<u>Sears boating : we sell more boats and motors than any other retailer in America!.</u>	CSN0083306
Sears, Roebuck and Co.	Style : Sears catalog.	CSN0083447
Sears, Roebuck and Co.	Style : Sears catalog.	CSN0083447
Sears, Roebuck and Co.	Style : Sears catalog.	CSN0083447
Sears, Roebuck and Co.	Sears : home, hardware, auto & leisure.	CSN0085913
Sears, Roebuck and Co.	Sears : home, hardware, auto, and leisure : catalog.	CSN0085913
Sears, Roebuck and Co.	Focus big & tall.	CSN0087265
Sears, Roebuck and Co.	Focus, home update : Sears catalog.	CSN0087266
Sears, Roebuck and Co.	Focus, home update : Sears catalog.	CSN0087266
Sears, Roebuck and Co.	Sears : the great American Wish Book.	CSN0088355
Sears, Roebuck and Co.	Sears : the great American Wish Book.	CSN0088355
Sears, Roebuck and Co.	Sears : the great American Wish Book.	CSN0088355
Sears, Roebuck and Co.	Sears catalog style.	CSN0088356
Sears, Roebuck and Co.	Focus back to summer : Sears catalog.	CSN0089562

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears : catalog.	CSN0090609
Sears, Roebuck and Co.	Sears today.	CSN0090611
Sears, Roebuck and Co.	Big and tall : styles to fit your size, big & tall plus regular : Sears catalog.	CSN0093593
Sears, Roebuck and Co.	Automotive.	CSN0095661
Sears, Roebuck and Co.	Sears ... annual : catalog.	CSN0097366
Sears, Roebuck and Co.	Sears ... annual : catalog.	CSN0097366
Sears, Roebuck and Co.	Sears : the great American Wish Book.	CSN0099567
Sears, Roebuck and Co.	Sears connection : your link to the good life.	CSN0135867
Sears, Roebuck and Co.	Sears connection : your link to the good life.	CSN0135867
Sears, Roebuck de Puerto Rico, Inc.	Sears tiene de todo.	PA0000021096
Sears-Roebuck Foundation	<u>Growing up, growing older / produced by Richard Whiting ; directed by Phil Alden Robinson.</u>	PA0000108820
Sears, Roebuck and Co.	Not the triumph, but the struggle / produced by Universal Studios.	PA0000195521
Sears-Roebuck Foundation	<u>USArt--the gift of ourselves / produced by Universal Studios ; produced by Bruce Seth Green ; written, directed, and edited by Stephen Judson.</u>	PA0000228198
Sears, Roebuck and Co.	"Should be" grand opening.	PA0000594541
Sears, Roebuck and Co.	"Incredible"--sustaining.	PA0000594542
Sears, Roebuck and Co.	National home appliance sale / arr. Gerald Alters.	PAu000101135
Sears, Roebuck and Co.	National home appliance sale / arr. Gerald Alters.	PAu000101135
Sears, Roebuck and Co.	Road talker : 30 sec.	PAu000101136
Sears, Roebuck and Co.	Road talker : 30 sec.	PAu000101136
Sears, Roebuck and Co.	Sears national home appliance.	PAu000118786
Sears, Roebuck and Co.	Sears national home appliance.	PAu000118786
Sears, Roebuck and Co.	Sears Open Home--City girl : City girl / arr. Gerald Alters.	PAu000522936
Sears, Roebuck and Co.	Sears Open Home--City girl : City girl / arr. Gerald Alters.	PAu000522936
Sears, Roebuck and Co.	Take another look.	PAu002364362
Sears, Roebuck and Co.	Take another look.	PAu002364362
Sears, Roebuck and Co.	Sears 1951 Christmas book--Chicago.	RE0000040181
Sears, Roebuck and Co.	Sears 1951 Christmas book--Minneapolis.	RE0000040182
Sears, Roebuck and Co.	Sears 1951 Christmas book--Kansas City.	RE0000040183
Sears, Roebuck and Co.	Sears 1951 Christmas book--Philadelphia.	RE0000040184
Sears, Roebuck and Co.	Sears 1951 Christmas book--Boston.	RE0000040185
Sears, Roebuck and Co.	Sears 1951 Christmas book--Atlanta.	RE0000040186
Sears, Roebuck and Co.	Sears 1951 Christmas book--Memphis.	RE0000040187
Sears, Roebuck and Co.	Sears 1951 Christmas book--Dallas.	RE0000040188
Sears, Roebuck and Co.	Sears 1951 Christmas book--Seattle.	RE0000040189

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears 1951 Christmas book--LosAngeles.	RE00000040190
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Minneapolis.	RE00000041164
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Memphis.	RE00000041165
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Greensboro.	RE00000041166
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Chicago.	RE00000041167
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Seattle.	RE00000041168
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Dallas.	RE00000041169
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Boston.	RE00000041170
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Atlanta.	RE00000041171
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Kansas City.	RE00000041172
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--Philadelphia.	RE00000041173
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1951--LosAngeles.	RE00000041174
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Dallas.	RE00000041175
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Memphis.	RE00000041176
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Greensboro.	RE00000041177
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Seattle.	RE00000041178
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Philadelphia.	RE00000041179
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Kansas City.	RE00000041180
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Boston.	RE00000041181
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Atlanta.	RE00000041182
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Chicago.	RE00000041183
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--Minneapolis.	RE00000041184
Sears, Roebuck and Co.	Sears 1951 spring-summer catalog--LosAngeles.	RE00000041185
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Chicago.	RE00000041186
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Memphis.	RE00000041187
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Greensboro.	RE00000041188
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Atlanta.	RE00000041189
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Boston.	RE00000041190
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, LosAngeles.	RE00000041191
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Dallas.	RE00000041192
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Kansas City.	RE00000041193
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Seattle.	RE00000041194
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Philadelphia.	RE00000041195
Sears, Roebuck and Co.	Fall and winter 1951-Sears, Roebuck and Company, Minneapolis.	RE00000041196
Sears, Roebuck and Co.	Sears 1951 Christmas book, Greensboro, North Carolina.	RE00000045480
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Chicago.	RE00000067700

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Kansas City.	RE00000067701
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Seattle.	RE00000067702
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Boston.	RE00000067703
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Greensboro.	RE00000067704
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Atlanta.	RE00000067705
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Philadelphia.	RE00000067706
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Dallas.	RE00000067707
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Minneapolis.	RE00000067708
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--Memphis.	RE00000067709
Sears, Roebuck and Co.	Sears, Roebuck and Company, spring and summer 1952--LosAngeles.	RE00000067710
Sears, Roebuck and Co.	Sears, Roebuck and Company (Minneapolis) fall and winter 1952.	RE00000067711
Sears, Roebuck and Co.	Sears, Roebuck and Company (Chicago) fall and winter 1952.	RE00000067712
Sears, Roebuck and Co.	Sears, Roebuck and Company (Dallas) fall and winter 1952.	RE00000067713
Sears, Roebuck and Co.	Sears, Roebuck and Company (Atlanta) fall and winter 1952.	RE00000067714
Sears, Roebuck and Co.	Sears, Roebuck and Company (Greensboro) fall and winter 1952.	RE00000067715
Sears, Roebuck and Co.	Sears, Roebuck and Company (Memphis) fall and winter 1952.	RE00000067716
Sears, Roebuck and Co.	Sears, Roebuck and Company (Philadelphia) fall and winter 1952.	RE00000067717
Sears, Roebuck and Co.	Sears, Roebuck and Company (LosAngeles) fall and winter 1952.	RE00000067718
Sears, Roebuck and Co.	Sears, Roebuck and Company (Seattle) fall and winter 1952.	RE00000067719
Sears, Roebuck and Co.	Sears, Roebuck and Company (Kansas City) fall and winter 1952.	RE00000067720
Sears, Roebuck and Co.	Sears, Roebuck and Company (Boston) fall and winter 1952.	RE00000067721
Sears, Roebuck and Co.	Sears 1952 Christmas book--Dallas.	RE00000067722
Sears, Roebuck and Co.	Sears 1952 Christmas book--Kansas City.	RE00000067723
Sears, Roebuck and Co.	Sears 1952 Christmas book--LosAngeles.	RE00000067724
Sears, Roebuck and Co.	Sears 1952 Christmas book--Boston.	RE00000067725
Sears, Roebuck and Co.	Sears 1952 Christmas book--Minneapolis.	RE00000067726
Sears, Roebuck and Co.	Sears 1952 Christmas book--Greensboro.	RE00000067727
Sears, Roebuck and Co.	Sears 1952 Christmas book--Philadelphia.	RE00000067728
Sears, Roebuck and Co.	Sears 1952 Christmas book--Atlanta.	RE00000067729
Sears, Roebuck and Co.	Sears 1952 Christmas book--Seattle.	RE00000067730
Sears, Roebuck and Co.	Sears 1952 Christmas book--Chicago.	RE00000067731
Sears, Roebuck and Co.	Sears 1952 Christmas book--Memphis.	RE00000067732
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Atlanta.	RE00000078705
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Minneapolis.	RE00000078706
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Kansas City.	RE00000078707
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Boston.	RE00000078708

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Philadelphia.	RE00000078709
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Chicago.	RE00000078710
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Dallas.	RE00000078711
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Memphis.	RE00000078712
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Seattle.	RE00000078713
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--Greensboro.	RE00000078714
Sears, Roebuck and Co.	Sears, Roebuck and Company--spring and summer 1953--LosAngeles.	RE00000078715
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Boston.	RE00000078716
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Philadelphia.	RE00000078717
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Chicago.	RE00000078718
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--LosAngeles.	RE00000078719
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Atlanta.	RE00000078720
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Greensboro.	RE00000078721
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Memphis.	RE00000078722
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Kansas City.	RE00000078723
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Minneapolis.	RE00000078724
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Dallas.	RE00000078725
Sears, Roebuck and Co.	Sears, Roebuck and Company--fall and winter 1953--Seattle.	RE00000078726
Sears, Roebuck and Co.	Sears 1953 Christmas book--Minneapolis.	RE00000078727
Sears, Roebuck and Co.	Sears 1953 Christmas book--Chicago.	RE00000078728
Sears, Roebuck and Co.	Sears 1953 Christmas book--Boston.	RE00000078729
Sears, Roebuck and Co.	Sears 1953 Christmas book--Kansas City.	RE00000078730
Sears, Roebuck and Co.	Sears 1953 Christmas book--Atlanta.	RE00000078731
Sears, Roebuck and Co.	Sears, Roebuck and Company--Memphis.	RE00000078732
Sears, Roebuck and Co.	Sears 1953 Christmas book--Seattle.	RE00000078733
Sears, Roebuck and Co.	Sears 1953 Christmas book--Greensboro.	RE00000078734
Sears, Roebuck and Co.	Sears 1953 Christmas book--Philadelphia.	RE00000078735
Sears, Roebuck and Co.	Sears 1953 Christmas book--Dallas.	RE00000078736
Sears, Roebuck and Co.	Sears 1953 Christmas book--LosAngeles.	RE00000078737
Sears, Roebuck and Co.	Sears 1954 spring and summer (Minneapolis)	RE00000118304
Sears, Roebuck and Co.	Sears 1954 spring and summer (Greensboro)	RE00000118305
Sears, Roebuck and Co.	Sears 1954 spring and summer (LosAngeles)	RE00000118306
Sears, Roebuck and Co.	Sears 1954 spring and summer (Boston)	RE00000118307
Sears, Roebuck and Co.	Sears 1954 spring and summer (Seattle)	RE00000118308
Sears, Roebuck and Co.	Sears 1954 spring and summer (Memphis)	RE00000118309
Sears, Roebuck and Co.	Sears 1954 Christmas book (Philadelphia, abridged)	RE00000118310

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears 1954 Christmas book (Boston, abridged)	RE0000118311
Sears, Roebuck and Co.	Sears 1954 fall and winter (Seattle)	RE0000118312
Sears, Roebuck and Co.	Sears 1954 fall and winter (Atlanta)	RE0000118313
Sears, Roebuck and Co.	Sears 1954 spring and summer (Atlanta)	RE0000118314
Sears, Roebuck and Co.	Sears 1954 Christmas book (Minneapolis)	RE0000118315
Sears, Roebuck and Co.	Sears 1954 Christmas book (Boston)	RE0000118316
Sears, Roebuck and Co.	Sears 1954 Christmas book (Kansas City)	RE0000118317
Sears, Roebuck and Co.	Sears 1954 Christmas book (Philadelphia)	RE0000118318
Sears, Roebuck and Co.	Sears 1954 Christmas book (Chicago)	RE0000118319
Sears, Roebuck and Co.	Sears 1954 Christmas book (Greensboro)	RE0000118320
Sears, Roebuck and Co.	Sears 1954 fall and winter (Chicago)	RE0000118321
Sears, Roebuck and Co.	Sears 1954 spring and summer (Chicago)	RE0000118322
Sears, Roebuck and Co.	Sears 1954 fall and winter (Memphis)	RE0000118323
Sears, Roebuck and Co.	Sears 1954 fall and winter (Los Angeles)	RE0000118324
Sears, Roebuck and Co.	Sears 1954 fall and winter--Kansas City.	RE0000118325
Sears, Roebuck and Co.	Sears 1954 fall and winter--Dallas.	RE0000118326
Sears, Roebuck and Co.	Sears 1954 fall and winter--Philadelphia.	RE0000118327
Sears, Roebuck and Co.	Sears 1954 fall and winter--Minneapolis.	RE0000118328
Sears, Roebuck and Co.	Sears 1954 fall and winter--Boston.	RE0000118329
Sears, Roebuck and Co.	Sears 1954 fall and winter--Greensboro.	RE0000118330
Sears, Roebuck and Co.	Sears 1954 spring and summer--Dallas.	RE0000118331
Sears, Roebuck and Co.	Sears 1954 spring and summer--Philadelphia, Pa.	RE0000118332
Sears, Roebuck and Co.	Sears 1954 spring and summer--Kansas City.	RE0000118333
Sears, Roebuck and Co.	Sears 1954 Christmas book--Los Angeles.	RE0000118334
Sears, Roebuck and Co.	Sears 1954 Christmas book--Seattle.	RE0000118335
Sears, Roebuck and Co.	Sears 1954 Christmas book--Dallas.	RE0000118336
Sears, Roebuck and Co.	Sears 1954 Christmas book--Memphis.	RE0000118337
Sears, Roebuck and Co.	Sears 1954 Christmas book--Atlanta.	RE0000118338
Sears, Roebuck and Co.	Sears 1955, spring and summer (Atlanta, Georgia)	RE0000152657
Sears, Roebuck and Co.	Sears 1955, spring and summer (Seattle)	RE0000152658
Sears, Roebuck and Co.	Sears 1955, spring and summer (Greensboro)	RE0000152659
Sears, Roebuck and Co.	Sears 1955, spring and summer (Minneapolis, Minnesota)	RE0000152660
Sears, Roebuck and Co.	Sears 1955, spring and summer (Philadelphia)	RE0000152661
Sears, Roebuck and Co.	Sears 1955, spring and summer (Chicago)	RE0000152662
Sears, Roebuck and Co.	Sears 1955, spring and summer (Memphis)	RE0000152663
Sears, Roebuck and Co.	Sears 1955, spring and summer (Dallas)	RE0000152664

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears 1955, spring and summer (Boston)	RE0000152665
Sears, Roebuck and Co.	Sears 1955, spring and summer (Kansas City)	RE0000152666
Sears, Roebuck and Co.	Sears 1955, spring and summer (LosAngeles)	RE0000152667
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Chicago)	RE0000152668
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Atlanta)	RE0000152669
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (LosAngeles)	RE0000152670
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Boston)	RE0000152671
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Kansas City)	RE0000152672
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Dallas)	RE0000152673
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Philadelphia)	RE0000152674
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Seattle)	RE0000152675
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Minneapolis)	RE0000152676
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Memphis)	RE0000152677
Sears, Roebuck and Co.	Pattern for progress. Fall & winter 1955 (Greensboro)	RE0000152678
Sears, Roebuck and Co.	Sears 1955 Christmas book (Philadelphia)	RE0000152679
Sears, Roebuck and Co.	Sears 1955 Christmas book (Philadelphia)	RE0000152680
Sears, Roebuck and Co.	Sears 1955 Christmas book (Dallas)	RE0000152681
Sears, Roebuck and Co.	Sears 1955 Christmas book (Greensboro)	RE0000152682
Sears, Roebuck and Co.	Sears 1955 Christmas book (Chicago)	RE0000152683
Sears, Roebuck and Co.	Sears 1955 Christmas book (Chicago)	RE0000152684
Sears, Roebuck and Co.	Sears 1955 Christmas book (Minneapolis)	RE0000152685
Sears, Roebuck and Co.	Sears 1955 Christmas book (Minneapolis)	RE0000152686
Sears, Roebuck and Co.	Sears 1955 Christmas book (Seattle)	RE0000152687
Sears, Roebuck and Co.	Sears 1955 Christmas book (Seattle)	RE0000152688
Sears, Roebuck and Co.	Sears 1955 Christmas book (Memphis)	RE0000152689
Sears, Roebuck and Co.	Sears 1955 Christmas book (Memphis)	RE0000152690
Sears, Roebuck and Co.	Sears 1955 Christmas book (Atlanta)	RE0000152691
Sears, Roebuck and Co.	Sears 1955 Christmas book (Boston)	RE0000152692
Sears, Roebuck and Co.	Sears 1955 Christmas book (LosAngeles)	RE0000152693
Sears, Roebuck and Co.	Sears 1955 Christmas book (Kansas City)	RE0000152694
Sears, Roebuck and Co.	Sears 1956 spring and summer (Chicago)	RE0000191469
Sears, Roebuck and Co.	Sears 1956 spring and summer (Philadelphia)	RE0000191470
Sears, Roebuck and Co.	Sears 1956 spring and summer (Boston)	RE0000191471
Sears, Roebuck and Co.	Sears 1956 spring and summer (LosAngeles)	RE0000191472
Sears, Roebuck and Co.	Sears 1956 spring and summer (Greensboro)	RE0000191473
Sears, Roebuck and Co.	Sears 1956 spring and summer (Seattle)	RE0000191474

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears 1956 spring and summer--Dallas.	RE0000191475
Sears, Roebuck and Co.	Sears 1956 spring and summer--Kansas City.	RE0000191476
Sears, Roebuck and Co.	Sears 1956 spring and summer--Minneapolis.	RE0000191477
Sears, Roebuck and Co.	Sears 1956 spring and summer--Atlanta.	RE0000191478
Sears, Roebuck and Co.	Sears 1956 spring and summer--Memphis.	RE0000191479
Sears, Roebuck and Co.	Sears 1956 fall and winter--Philadelphia.	RE0000191480
Sears, Roebuck and Co.	Sears 1956 fall and winter--Atlanta.	RE0000191481
Sears, Roebuck and Co.	Sears 1956 fall and winter--Kansas City.	RE0000191482
Sears, Roebuck and Co.	Sears 1956 fall and winter--Seattle.	RE0000191483
Sears, Roebuck and Co.	Sears 1956 fall and winter--Chicago.	RE0000191484
Sears, Roebuck and Co.	Sears 1956 fall and winter--Dallas.	RE0000191485
Sears, Roebuck and Co.	Sears 1956 fall and winter--Minneapolis.	RE0000191486
Sears, Roebuck and Co.	Sears 1956 fall and winter--Greensboro.	RE0000191487
Sears, Roebuck and Co.	Sears 1956 fall and winter--LosAngeles.	RE0000191488
Sears, Roebuck and Co.	Sears 1956 fall and winter--Memphis.	RE0000191489
Sears, Roebuck and Co.	Sears 1956 fall and winter--Boston.	RE0000191490
Sears, Roebuck and Co.	Sears 1956 Christmas book--Memphis.	RE0000191491
Sears, Roebuck and Co.	Sears 1956 Christmas book--Philadelphia.	RE0000191492
Sears, Roebuck and Co.	Sears 1956 Christmas book--Greensboro.	RE0000191493
Sears, Roebuck and Co.	Sears 1956 Christmas book--Kansas City.	RE0000191494
Sears, Roebuck and Co.	Sears 1956 Christmas book--Seattle.	RE0000191495
Sears, Roebuck and Co.	Sears 1956 Christmas book--Chicago.	RE0000191496
Sears, Roebuck and Co.	Sears 1956 Christmas book--Dallas.	RE0000191497
Sears, Roebuck and Co.	Sears 1956 Christmas book--LosAngeles.	RE0000191498
Sears, Roebuck and Co.	Sears 1956 Christmas book--Minneapolis.	RE0000191499
Sears, Roebuck and Co.	Sears 1956 Christmas book--Atlanta.	RE0000191500
Sears, Roebuck and Co.	Sears 1956 Christmas book--Boston.	RE0000191501
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957</u> (Minneapolis)	RE0000243002
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957 (Kansas City)</u>	RE0000243003
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957</u> (Philadelphia)	RE0000243004
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957 (Memphis)</u>	RE0000243005
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957 (Boston)</u>	RE0000243006
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957 (Atlanta)</u>	RE0000243007

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	It's always in fashion to shop at Sears. Spring and summer 1957 (Dallas)	RE0000243008
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957 (LosAngeles)</u>	RE0000243009
Sears, Roebuck and Co.	It's always in fashion to shop at Sears. Spring and summer 1957 (Chicago)	RE0000243010
Sears, Roebuck and Co.	It's always in fashion to shop at Sears. Spring and summer 1957 (Seattle)	RE0000243011
Sears, Roebuck and Co.	<u>It's always in fashion to shop at Sears. Spring and summer 1957 (Greensboro)</u>	RE0000243012
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Atlanta)	RE0000243013
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Kansas City)	RE0000243014
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Philadelphia)	RE0000243015
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Memphis)	RE0000243016
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Chicago)	RE0000243017
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Minneapolis)	RE0000243018
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Seattle)	RE0000243019
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Dallas)	RE0000243020
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Boston)	RE0000243021
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (Greensboro)	RE0000243022
Sears, Roebuck and Co.	Sears, Roebuck, and Company. Fall and winter 1957 (LosAngeles)	RE0000243023
Sears, Roebuck and Co.	Sears Christmas book 1957 (Philadelphia)	RE0000243024
Sears, Roebuck and Co.	Sears Christmas book 1957 (Seattle)	RE0000243025
Sears, Roebuck and Co.	Sears Christmas book 1957, LosAngeles.	RE0000243026
Sears, Roebuck and Co.	Sears Christmas book 1957, Greensboro.	RE0000243027
Sears, Roebuck and Co.	Sears Christmas book 1957, Chicago.	RE0000243028
Sears, Roebuck and Co.	Sears Christmas book 1957, Boston.	RE0000243029
Sears, Roebuck and Co.	Sears Christmas book 1957, Kansas City.	RE0000243030
Sears, Roebuck and Co.	Sears Christmas book 1957, Minneapolis.	RE0000243031
Sears, Roebuck and Co.	Sears Christmas book 1957, Atlanta.	RE0000243032
Sears, Roebuck and Co.	Sears Christmas book 1957, Memphis.	RE0000243033
Sears, Roebuck and Co.	Sears Christmas book 1957, Dallas.	RE0000243034
Sears, Roebuck and Co.	Sears spring and summer 1958 (Chicago)	RE0000280603
Sears, Roebuck and Co.	Sears spring and summer 1958 (Philadelphia)	RE0000280604
Sears, Roebuck and Co.	Sears spring and summer 1958 (Boston)	RE0000280605
Sears, Roebuck and Co.	Sears spring and summer 1958 (Seattle)	RE0000280606
Sears, Roebuck and Co.	Sears spring and summer 1958 (Memphis)	RE0000280607
Sears, Roebuck and Co.	Sears spring and summer 1958 (Atlanta)	RE0000280608
Sears, Roebuck and Co.	Sears spring and summer 1958 (Kansas City)	RE0000280609

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears spring and summer 1958 (Dallas)	RE0000280610
Sears, Roebuck and Co.	Sears spring and summer 1958 (Los Angeles)	RE0000280611
Sears, Roebuck and Co.	Sears spring and summer 1958 (Greensboro)	RE0000280612
Sears, Roebuck and Co.	Sears fall and winter (Greensboro) 1958.	RE0000280613
Sears, Roebuck and Co.	Sears spring and summer 1958 (Minneapolis)	RE0000280614
Sears, Roebuck and Co.	Sears fall and winter (Seattle) 1958.	RE0000280615
Sears, Roebuck and Co.	Sears fall and winter (Dallas) 1958.	RE0000280616
Sears, Roebuck and Co.	Sears fall and winter (Philadelphia) 1958.	RE0000280617
Sears, Roebuck and Co.	Sears fall and winter (Minneapolis) 1958.	RE0000280618
Sears, Roebuck and Co.	Sears fall and winter (Los Angeles) 1958.	RE0000280619
Sears, Roebuck and Co.	Sears fall and winter (Chicago) 1958.	RE0000280620
Sears, Roebuck and Co.	Sears fall and winter (Boston) 1958.	RE0000280621
Sears, Roebuck and Co.	Sears fall and winter (Memphis) 1958.	RE0000280622
Sears, Roebuck and Co.	Sears fall and winter 1958 (Atlanta)	RE0000280623
Sears, Roebuck and Co.	Sears fall and winter (Kansas City) 1958.	RE0000280624
Sears, Roebuck and Co.	Sears Christmas book, 1958 (Philadelphia, Pa.)	RE0000280625
Sears, Roebuck and Co.	Sears Christmas book 1958, Chicago, IL.	RE0000280626
Sears, Roebuck and Co.	Sears Christmas book 1958, Boston, Ma.	RE0000280627
Sears, Roebuck and Co.	Sears Christmas book 1958, Kansas City, Mo.	RE0000280628
Sears, Roebuck and Co.	Sears Christmas book 1958, Greensboro, N. C.	RE0000280629
Sears, Roebuck and Co.	Sears Christmas book 1958, Minneapolis, Mn.	RE0000280630
Sears, Roebuck and Co.	Sears Christmas book 1958, Los Angeles, Ca.	RE0000280631
Sears, Roebuck and Co.	Sears Christmas book 1958, Seattle, Wa.	RE0000280632
Sears, Roebuck and Co.	Sears Christmas book 1958, Memphis, Tn.	RE0000280633
Sears, Roebuck and Co.	Sears Christmas book 1958, Atlanta, Ga.	RE0000280634
Sears, Roebuck and Co.	Sears Christmas book 1958, Dallas.	RE0000280635
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Atlanta)	RE0000324823
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Memphis)	RE0000324824
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Greensboro)	RE0000324825
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Minneapolis)	RE0000324826
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Kansas City)	RE0000324827
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Chicago)	RE0000324828
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Philadelphia)	RE0000324829
Sears, Roebuck and Co.	Sears Christmas book, 1959 (Boston)	RE0000324830
Sears, Roebuck and Co.	Sears Christmas book, 1959, Los Angeles.	RE0000324831
Sears, Roebuck and Co.	Sears Christmas book, 1959, Seattle.	RE0000324832

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears Christmas book, 1959, Dallas.	RE0000324833
Sears, Roebuck and Co.	Sears spring and summer 1959, Seattle.	RE0000324834
Sears, Roebuck and Co.	Sears spring and summer 1959, Philadelphia.	RE0000324835
Sears, Roebuck and Co.	Sears spring and summer 1959, Greensboro.	RE0000324836
Sears, Roebuck and Co.	Sears spring and summer 1959, Philadelphia.	RE0000324837
Sears, Roebuck and Co.	Sears spring and summer 1959, Chicago.	RE0000324838
Sears, Roebuck and Co.	Sears spring and summer 1959, Dallas.	RE0000324839
Sears, Roebuck and Co.	Sears spring and summer 1959, Atlanta.	RE0000324840
Sears, Roebuck and Co.	Sears spring and summer 1959, Los Angeles.	RE0000324841
Sears, Roebuck and Co.	Sears spring and summer 1959, Kansas City.	RE0000324842
Sears, Roebuck and Co.	Sears spring and summer 1959, Boston.	RE0000324843
Sears, Roebuck and Co.	Sears spring and summer 1959, Minneapolis.	RE0000324844
Sears, Roebuck and Co.	Sears spring and summer 1959, Memphis.	RE0000324845
Sears, Roebuck and Co.	Sears fall and winter 1959, Greensboro.	RE0000324846
Sears, Roebuck and Co.	Sears fall and winter 1959, Seattle.	RE0000324847
Sears, Roebuck and Co.	Sears fall and winter 1959, Kansas City.	RE0000324848
Sears, Roebuck and Co.	Sears fall and winter 1959, Minneapolis.	RE0000324849
Sears, Roebuck and Co.	Sears fall and winter 1959, Los Angeles.	RE0000324850
Sears, Roebuck and Co.	Sears fall and winter 1959, Atlanta.	RE0000324851
Sears, Roebuck and Co.	Sears fall and winter 1959, Memphis.	RE0000324852
Sears, Roebuck and Co.	Sears fall and winter 1959, Chicago.	RE0000324853
Sears, Roebuck and Co.	Sears fall and winter 1959, Philadelphia.	RE0000324854
Sears, Roebuck and Co.	Sears fall and winter 1959, Boston.	RE0000324855
Sears, Roebuck and Co.	Sears (Dallas) Fall and winter 1959.	RE0000324856
Sears, Roebuck and Co.	Sears spring through summer 1960 (Kansas City)	RE0000366076
Sears, Roebuck and Co.	Sears spring through summer 1960 (Boston)	RE0000366077
Sears, Roebuck and Co.	Sears spring through summer 1960 (Dallas)	RE0000366078
Sears, Roebuck and Co.	Sears spring through summer 1960 (Seattle)	RE0000366079
Sears, Roebuck and Co.	Sears spring through summer 1960 (Minneapolis)	RE0000366080
Sears, Roebuck and Co.	Sears spring through summer 1960 (Atlanta)	RE0000366081
Sears, Roebuck and Co.	Sears spring through summer 1960 (Memphis)	RE0000366082
Sears, Roebuck and Co.	Sears spring through summer 1960 (Chicago)	RE0000366083
Sears, Roebuck and Co.	Sears spring through summer 1960 (Greensboro)	RE0000366084
Sears, Roebuck and Co.	Sears spring through summer 1960 (Los Angeles)	RE0000366085
Sears, Roebuck and Co.	Sears spring through summer 1960 (Philadelphia)	RE0000366086
Sears, Roebuck and Co.	Sears fall and winter 1960 (Greensboro)	RE0000366087

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears fall and winter 1960 (Philadelphia)	RE0000366088
Sears, Roebuck and Co.	Sears fall and winter 1960 (Dallas)	RE0000366089
Sears, Roebuck and Co.	Sears fall and winter 1960 (Boston)	RE0000366090
Sears, Roebuck and Co.	Sears fall and winter 1960 (Los Angeles)	RE0000366091
Sears, Roebuck and Co.	Sears fall and winter 1960 (Atlanta)	RE0000366092
Sears, Roebuck and Co.	Sears fall and winter 1960 (Kansas City)	RE0000366093
Sears, Roebuck and Co.	Sears fall and winter 1960 (Seattle)	RE0000366094
Sears, Roebuck and Co.	Sears fall and winter 1960 (Minneapolis)	RE0000366095
Sears, Roebuck and Co.	Sears fall and winter 1960 (Memphis)	RE0000366096
Sears, Roebuck and Co.	Sears fall and winter 1960 (Chicago)	RE0000366097
Sears, Roebuck and Co.	Sears 1960 Christmas book (Dallas)	RE0000366098
Sears, Roebuck and Co.	Sears 1960 Christmas book (Greensboro)	RE0000366099
Sears, Roebuck and Co.	Sears 1960 Christmas book (Seattle)	RE0000366100
Sears, Roebuck and Co.	Sears 1960 Christmas book (Minneapolis)	RE0000366101
Sears, Roebuck and Co.	Sears 1960 Christmas book (Atlanta)	RE0000366102
Sears, Roebuck and Co.	Sears 1960 Christmas book (Memphis)	RE0000366103
Sears, Roebuck and Co.	Sears 1960 Christmas book (Los Angeles)	RE0000366104
Sears, Roebuck and Co.	Sears 1960 Christmas book (Chicago)	RE0000366105
Sears, Roebuck and Co.	Sears 1960 Christmas book (Philadelphia)	RE0000366106
Sears, Roebuck and Co.	Sears 1960 Christmas book (Boston)	RE0000366107
Sears, Roebuck and Co.	Sears 1960 Christmas book (Kansas City)	RE0000366108
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Los Angeles)	RE0000429528
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Kansas City)	RE0000429529
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Boston, Ma.)	RE0000429530
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Dallas)	RE0000429531
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Chicago, IL)	RE0000429532
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Memphis)	RE0000429533
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Los Angeles)	RE0000429534
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Greensboro)	RE0000429535
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Seattle)	RE0000429536
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Atlanta)	RE0000429537
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Dallas)	RE0000429538
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Kansas City)	RE0000429539
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Minneapolis)	RE0000429540
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Chicago, IL)	RE0000429541
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Philadelphia)	RE0000429542

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	Sears Christmas book, 1961 (Boston)	RE0000429543
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Memphis)	RE0000429544
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Seattle)	RE0000429545
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Minneapolis)	RE0000429546
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Atlanta)	RE0000429547
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Philadelphia, Pa.)	RE0000429548
Sears, Roebuck and Co.	Sears fall and winter, 1961 (Greensboro)	RE0000429549
Sears, Roebuck de Puerto Rico, Inc.	Sears tiene de todo.	SR0000005368
Sears, Roebuck and Co.	Voyage of Columbus in his own words.	SR0000144926
Sears, Roebuck and Co.	Handbook of taps, dies and threading accessories.	TX0000085545
Sears, Roebuck and Co.	Sears home health care : [no. F7308].	TX0000211222
Sears, Roebuck and Co.	Quick facts, router bits and accessories.	TX0000377530
Sears, Roebuck and Co.	Car service.	TX0000548526
Sears, Roebuck and Co.	<u>Interpretation of consumer credit : no. 100, February 23, 1983 / prepared by Economic Research and Business Analysis Division, Department 902P, Sears, Roebuck, and Company.</u>	TX0001087068
Sears, Roebuck and Co.	Handbook of taps, dies, and threading accessories.	TX0001529143
Sears, Roebuck and Co.	Personnel policy manual.	TX0001625263
Sears, Roebuck and Co.	ERC procedures manual.	TX0001663083
Sears, Roebuck and Co.	Focus toys, games & more : Sears catalog.	TX0002707558
Sears, Roebuck and Co.	Sear catalog focus, the complete baby store.	TX0002763385
Sears, Roebuck and Co.	Sears catalog focus boating.	TX0002763386
Sears, Roebuck and Co.	Sears catalog focus farm & ranch.	TX0002763387
Sears, Roebuck and Co.	Sears catalog focus interiors.	TX0002789928
Sears, Roebuck and Co.	Sears catalog focus.	TX0002789929
Sears, Roebuck and Co.	Sears catalog focus great American style.	TX0002789930
Sears, Roebuck and Co.	Sears catalog--style.	TX0002895538
Sears, Roebuck and Co.	Sears catalog--focus, big & tall.	TX0002895539
Sears, Roebuck and Co.	Complete baby store : Sears catalog.	TX0002925907
Sears, Roebuck and Co.	Sears catalog style for the holidays.	TX0002925915
Sears, Roebuck and Co.	Sears catalog style.	TX0002925916
Sears, Roebuck and Co.	Sears catalog workwear.	TX0002925917
Sears, Roebuck and Co.	Sears catalog health care.	TX0002925918
Sears, Roebuck and Co.	Sears today, October 1990.	TX0002931518
Sears, Roebuck and Co.	Great American autumn book.	TX0003277084

Owner	Full Title	Registration Number
Sears, Roebuck and Co.	<u>Viaje de Colon en sus propias palabras : un libro tridimensional / escrito por Stacie Strong ; ilustrado por Michael Welply ; disenado por Jon Z. Haber ; ingenieria de papel por Rodger Smith ; traducido al espanol por Susana Agami-Serrano.</u>	TX0003464499
Sears, Roebuck and Co.	<u>Voyage of Columbus in his own words : a pop-up book / written by Stacie Strong ; illustrated by Michael Welply ; designed by Jon Z. Haber ; paper engineering by Rodger Smith.</u>	TX0003464500
Sears, Roebuck and Co.	[Sears sales circular/November 1997]	TX0004753145
Sears, Roebuck and Co.	Fill your home with beautiful music & memories.	TX0005529102
Sears Brands, L.L.C.	Tribute to military families : letters of thanks from our nation's children.	TX0006002926
Sears Brands, L.L.C.	Power sport battery feature benefits.	TX0006439630
Sears Brands, L.L.C.	June 7, 2005--message from the chairman.	TX0006580007
Sears Brands, L.L.C.	September 8, 2005--message from the chairman.	TX0006580008
Sears Brands, L.L.C.	December 6, 2005--message from the chairman.	TX0006580009
Sears Brands, L.L.C.	March 15, 2006--message from the chairman.	TX0006580010
Sears, Roebuck and Co.	Sears property tax system III : SPTS PRGS PRN ver. 1.0.	TXu000325166
Sears Brands, L.L.C.	Early opening specials.	TXu001268424
Sears, Roebuck and Co.	Kirkland : no. 4855.	VA0000053286
Sears, Roebuck and Co.	Kirkland : no. 4855.	VA0000053286
Sears, Roebuck and Co.	Gobi desert : [no. D-5004]	VA0000087481
Sears, Roebuck and Co.	Gobi desert : [no. D-5004]	VA0000087481
Sears, Roebuck and Co.	Rose stripe : [no. 5016]	VA0000087482
Sears, Roebuck and Co.	Rose stripe : [no. 5016]	VA0000087482
Sears, Roebuck and Co.	Rose garden : [no. 5015]	VA0000087483
Sears, Roebuck and Co.	Rose garden : [no. 5015]	VA0000087483
Sears, Roebuck and Co.	Mums : [no. D-5006]	VA0000087484
Sears, Roebuck and Co.	Mums : [no. D-5006]	VA0000087484
Sears, Roebuck and Co.	Gobi : [no. D-5002]	VA0000087485
Sears, Roebuck and Co.	Gobi : [no. D-5002]	VA0000087485
Sears, Roebuck and Co.	Gobi stripe : [no. D-5003]	VA0000087487
Sears, Roebuck and Co.	Gobi stripe : [no. D-5003]	VA0000087487
Sears, Roebuck and Co.	Winter flower : [no. D-5005]	VA0000087488
Sears, Roebuck and Co.	Winter flower : [no. D-5005]	VA0000087488
Sears, Roebuck and Co.	Seascape : [no. D-5007]	VA0000087489
Sears, Roebuck and Co.	Seascape : [no. D-5007]	VA0000087489
Kmart Corporation	Crazy bird.	VA0000207055

18-23538-rdd Doc 2507-1 Filed 02/08/19 Entered 02/08/19 15:14:32 Exhibit A  
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Owner	Full Title	Registration Number
Kmart Corporation	Handy dog.	VA00000207056
Kmart Corporation	Sleepy dog.	VA00000207057
Kmart Corporation	Inept dog.	VA00000207058
Kmart Corporation	Loveable monkey.	VA00000207059

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Domain Name	Registration Date	Paid Until Date
15forfamilies.com	2-Oct-08	2-Oct-20
1800diehard.com	26-Jul-13	26-Jul-19
2011shcvendorsummit.com	19-Apr-11	19-Apr-19
3-sears.com	11-Jun-02	11-Jun-19
4myhome.com	16-Mar-98	15-Mar-19
50footparty.com	18-Aug-11	18-Aug-19
50ftparty.com	3-Aug-11	3-Aug-19
5321syw.app	10-May-18	10-May-20
5321syw.com	10-May-18	10-May-20
8004myhome.com	21-Jun-05	21-Jun-20
800formyhome.com	30-Aug-10	30-Aug-20
88sears.com	6-Nov-99	6-Nov-20
88sears.net	30-Jun-00	30-Jun-19
88searshc.com	26-Sep-06	25-Jul-19
90daygenerics.com	30-Oct-07	30-Oct-19
aafes-delivery.com	26-Apr-12	25-Apr-20
aandefactoryservice.com	18-Feb-02	18-Feb-20
aandepartsdirect.com	20-Oct-99	20-Oct-19
aandesignatureservice.com	20-Oct-99	20-Oct-19
aboutsears.com	20-Jan-03	20-Jan-19
acandcoolingrepairbysears.com	21-Sep-11	21-Sep-19
acandcoolingservicebysears.com	21-Sep-11	21-Sep-19
accountcareplus.com	8-Apr-08	8-Apr-20
aecommercialparts.com	14-Apr-08	14-Apr-20
aefactoryservice.com	18-Feb-02	18-Feb-20
aefactoryservicemiami.com	2-Feb-10	2-Feb-20
aeinstallation.com	14-Dec-10	14-Dec-18
aepartsdirect.com	20-Oct-99	20-Oct-19
aerecallservice.com	1-Jul-09	1-Jul-19
aerepairmiami.com	2-Feb-10	2-Feb-20
aerepairserviceofmiami.com	2-Feb-10	2-Feb-20
aesignatureservice.com	20-Oct-99	20-Oct-19
agencystate.co	15-Oct-12	14-Oct-20
aisle5.com	27-Nov-05	27-Nov-18
aisle-5.com	12-Sep-08	12-Sep-20
alentertainment.com	8-Jul-10	8-Jul-20
alfiesucks.com	21-Sep-16	21-Sep-20
alfiesucks.net	21-Sep-16	21-Sep-20
alfiesucks.org	21-Sep-16	21-Sep-20
allaboutairquality.com	10-Jan-14	10-Jan-20
allaboutenergyefficiency.com	10-Jan-14	10-Jan-20
allabouthvacsystems.com	10-Jan-14	10-Jan-20
allaboutkitchenremodeltradeoffs.com	10-Jan-14	10-Jan-20
allaboutkitchenremodeltrends.com	10-Jan-14	10-Jan-20
allaboutremodelingvalue.com	10-Jan-14	10-Jan-20

allcraftsmanparts.com	9-Nov-12	9-Nov-20
allfilterbrands.com	10-Aug-12	10-Aug-20
allkenmoreparts.com	9-Nov-12	9-Nov-20
allpartsallbrands.com	12-Jan-12	12-Jan-20
allrefrigeratorparts.com	10-Aug-12	10-Aug-20
allsearcredit.com	23-Nov-12	23-Nov-18
allsearscredit.biz	11-Jun-07	10-Jun-19
allsearscredit.com	11-Jun-07	11-Jun-19
allsearscredit.net	12-Jun-07	12-Jun-19
allsnowblowerparts.com	9-Nov-12	9-Nov-20
allthingsautomotivesears.com	3-Apr-12	3-Apr-19
allwasherdryerparts.com	9-Nov-12	9-Nov-20
alphaline.com	7-Jul-96	6-Jul-19
alphalineaccessories.com	2-Jun-10	2-Jun-20
alphalinebluray.com	2-Jun-10	2-Jun-20
alphalinedvd.com	2-Jun-10	2-Jun-20
alphalineelectronics.com	2-Jun-10	2-Jun-20
alphalineentertainment.com	16-Jun-10	16-Jun-20
alphaline-entertainment.com	16-Nov-10	16-Nov-20
alphalineentertainment.net	16-Jun-10	16-Jun-20
alphalineentertainment.org	16-Jun-10	16-Jun-20
alphalineentertainment.us	16-Jun-10	15-Jun-20
alphalineereader.com	2-Jun-10	2-Jun-20
alphalinegaming.com	2-Jun-10	2-Jun-20
alphalineproducts.com	2-Jun-10	2-Jun-20
alphalinetv.com	2-Jun-10	2-Jun-20
alwaysgn.com	17-Nov-09	17-Nov-19
alwaysgoodnews.com	5-Jun-07	5-Jun-19
api-delivery.com	24-Oct-12	24-Oct-20
appliancematchmaker.com	9-Sep-09	9-Sep-19
appliancerepairsears.com	13-Mar-09	13-Mar-20
applianceselect.com	23-Mar-00	23-Mar-20
applianceselect.net	23-Mar-00	23-Mar-20
applianceselect.org	23-Mar-00	23-Mar-20
appliancesears.com	19-Aug-14	19-Aug-20
aprovechaloquetienes.com	17-Oct-11	17-Oct-19
aquatal-delivery.com	26-Apr-12	25-Apr-20
armadillo.xyz	7-Jan-15	8-Jan-22
arrivelounge.biz	11-Aug-09	10-Aug-19
arrivelounge.com	15-Apr-08	15-Apr-20
arrivelounge.net	11-Aug-09	11-Aug-21
askmonark.com	21-Sep-15	21-Sep-19
asmarterwaytomow.com	6-Sep-16	6-Sep-20
assemblyq.com	26-Feb-09	26-Feb-19
athletic-attic.com	8-Apr-08	8-Apr-20
athleticattic.org	5-Apr-01	5-Apr-20
athletic-attic.org	5-Apr-01	5-Apr-20

atlantaappliancecontractors.com	3-Oct-12	3-Oct-20
atlantaappliancepros.com	3-Oct-12	3-Oct-20
atlantaappliancerepair247.com	3-Oct-12	3-Oct-20
atlantaappliancerepairmen.com	3-Oct-12	3-Oct-20
atlantacontractorconnect.com	3-Oct-12	3-Oct-20
atlantadoorrepair.com	3-Oct-12	3-Oct-20
atlantahandymanpros.com	3-Oct-12	3-Oct-20
atlantahomepaintingservices.com	3-Oct-12	3-Oct-20
atlantahomerepaircontractors.com	3-Oct-12	3-Oct-20
atlantahomerepairservices.com	3-Oct-12	3-Oct-20
atlantarepaircontractor.com	3-Oct-12	3-Oct-20
atlantarepaircontractors.com	3-Oct-12	3-Oct-20
atlantawasherdryerrepair.com	3-Oct-12	3-Oct-20
atriumoutlets.com	18-May-12	18-May-19
attackof50ftparty.com	18-Aug-11	18-Aug-19
attackofthe50ftparty.com	18-Aug-11	18-Aug-19
awesometool.com	30-Jun-06	30-Jun-19
babyme.com	17-Oct-97	16-Oct-20
babymepoints.com	8-Jun-10	8-Jun-20
babypointssweeps.com	8-Jun-10	8-Jun-20
backtoschoolpoints.com	8-Jun-10	8-Jun-20
backyardpro.org	6-Jun-08	6-Jun-20
bagsarebetter.com	26-Jun-12	26-Jun-20
bathremodelingbysears.com	10-Sep-11	10-Sep-19
bcrebates.com	1-Mar-00	1-Mar-20
benowandhere.com	23-Jun-10	23-Jun-20
bestdallasairconditioningrepair.com	3-Feb-12	3-Feb-20
besthandymanandallas.com	3-Feb-12	3-Feb-20
bestinstallteam.com	14-Feb-12	14-Feb-20
bestrepairteam.com	14-Feb-12	14-Feb-20
besttexashandyman.com	3-Feb-12	3-Feb-20
bethesanta.com	25-Jun-10	25-Jun-20
bigandtallcatalog.com	9-Dec-03	9-Dec-18
bigkibosh.com	26-Feb-09	26-Feb-19
bigkmart.com	24-Apr-02	24-Apr-20
big-kmart.com	30-Jan-00	30-Jan-20
billionpoints.com	21-May-10	21-May-20
bloomingle-kmart.com	15-May-15	15-May-19
blueappliancecrew.com	1-Dec-08	1-Dec-18
blueautocrew.com	23-Jun-08	23-Jun-20
bluecarcrew.com	23-Jun-08	23-Jun-20
blueclimatecrew.com	24-Oct-08	24-Oct-20
bluecrew.tv	23-Nov-10	23-Nov-20
bluecrewheadquarters.com	27-Apr-10	27-Apr-20
bluecrewhq.com	17-Jul-09	17-Jul-19
bluecrewhq.tv	23-Nov-10	23-Nov-20
bluefitcrew.com	6-Dec-10	6-Dec-18

bluehomecrew.com	23-Jun-08	23-Jun-20
bluehousecrew.com	23-Jun-08	23-Jun-20
bluehq.com	1-Oct-08	1-Oct-20
bluelight.com	2-Oct-06	1-Dec-18
bluelight.com.mx	8-Jan-02	7-Jan-20
bluelight.com.pr	6-Mar-06	5-May-19
bluelight.net.pr	6-Mar-06	5-May-19
bluelight.org.pr	6-Mar-06	5-May-19
bluelights.com	24-Oct-06	23-Dec-18
bluelightspecial.com	28-Nov-06	15-Nov-19
bluelite.com	23-Oct-06	21-Dec-18
bluepowercrew.com	20-Oct-08	20-Oct-20
blueservicecrew.com	3-Aug-09	3-Aug-19
blueservicescrew.com	3-Aug-09	3-Aug-19
bluetoolcrew.com	25-Mar-10	25-Mar-20
brandcentral.biz	27-Mar-02	26-Mar-20
brandcentral.com	26-Apr-96	27-Apr-19
brandcentral.info	26-Jul-01	26-Jul-20
brandpartsdirect.com	13-Jun-12	13-Jun-20
bridalpoints.com	8-Jun-10	8-Jun-20
bubapp.com	20-Oct-16	20-Oct-20
bubit.com	13-Jul-12	13-Jul-19
bumpingsantas.com	29-Oct-10	29-Oct-20
bumpinsantas.com	29-Oct-10	29-Oct-20
cabinetrefacingbysears.com	10-Sep-11	10-Sep-19
camcordermatchmaker.com	5-Oct-09	5-Oct-19
cameramatchmaker.com	21-Oct-03	21-Oct-20
canyonriverblues.com	30-Apr-96	1-May-19
canyonriverblues.net	30-Sep-98	29-Sep-19
canyonriverblues.org	30-Sep-98	29-Sep-19
catandcopet.com	12-Jun-15	12-Jun-19
celestialstardiamond.com	29-Aug-03	29-Aug-19
celestialstarjewelry.com	29-Aug-03	29-Aug-19
championbreedpet.com	12-Jun-15	12-Jun-19
checkoffyourhoneydolist.com	9-Feb-09	9-Feb-19
checktheatlas.com	16-May-18	16-May-20
chefrachelleboucher.com	25-Aug-10	25-Aug-20
chimneybuster.com	4-Oct-10	4-Oct-20
ciproductrepair.com	12-May-10	12-May-20
cleverassembly.com	16-Jan-09	16-Jan-19
cleverexistence.com	21-Jan-09	21-Jan-19
cleverlot.com	16-Jan-09	16-Jan-19
cleversal.com	16-Jan-09	16-Jan-19
cleversue.com	16-Jan-09	16-Jan-19
cleverwherever.com	16-Jan-09	16-Jan-19
coatsforkids.org	9-Jul-98	8-Jul-20
comfortfleece.com	3-Mar-00	3-Mar-20

commerceservicebysears.com	21-Feb-12	21-Feb-20
commerceservicesbysears.com	21-Feb-12	21-Feb-20
comsearscard.com	8-Dec-12	8-Dec-18
connectedsolutions.com	25-Oct-06	25-Oct-20
consesso.com	26-Feb-09	26-Feb-19
consumershomeclub.com	17-Aug-06	28-Jul-20
contr-shc.com	10-Apr-09	10-Apr-19
cookandgather.com	7-Jul-08	7-Jul-20
cookgather.com	7-Jul-08	7-Jul-20
cookmore.com	9-May-00	9-May-20
copasears.com	3-May-01	3-May-20
cordless-weed-wacker.com	11-Feb-11	11-Feb-19
cordlessweedwacker.org	17-May-10	17-May-19
cordlessweedwacker.us	21-Jun-11	20-Jun-19
crewblue.co.uk	8-Aug-08	8-Aug-20
crewblue.com	23-Jun-08	23-Jun-20
crushmystyle.com	31-Mar-10	31-Mar-20
crushurstyle.com	10-May-10	10-May-20
crushyourstyle.com	6-May-10	6-May-20
csearscard.com	21-Jul-12	21-Jul-20
dallasairconditioningrepaironline.com	3-Feb-12	3-Feb-20
dallasairconditioningrepairs.com	3-Feb-12	3-Feb-20
dallasairconditioningrepairshop.com	3-Feb-12	3-Feb-20
dallasairconditioningrepairsite.com	3-Feb-12	3-Feb-20
dallasappliancecontractors.com	14-Nov-12	14-Nov-20
dallasappliancepro.com	14-Nov-12	14-Nov-20
dallasappliancerepair247.com	14-Nov-12	14-Nov-20
dallasappliancerepairman.com	14-Nov-12	14-Nov-20
dallasbestdryerrepair.com	3-Feb-12	3-Feb-20
dallasbestrefrigeratorrepair.com	3-Feb-12	3-Feb-20
dallascommercialrefrigeratorrepair.com	3-Feb-12	3-Feb-20
dallascommercialwasherrepair.com	3-Feb-12	3-Feb-20
dallascontractorconnect.com	14-Nov-12	14-Nov-20
dallasdoorrepair.com	14-Nov-12	14-Nov-20
dallas-dryer-repair.com	3-Feb-12	3-Feb-20
dallasdryerrepairs.com	3-Feb-12	3-Feb-20
dallashandymanrepairs.com	14-Nov-12	14-Nov-20
dallashomepaintingservices.com	14-Nov-12	14-Nov-20
dallashomerepaircontractors.com	14-Nov-12	14-Nov-20
dallashomerepairservices.com	14-Nov-12	14-Nov-20
dallas-refrigerator-repair.com	3-Feb-12	3-Feb-20
dallasrefrigeratorrepairman.com	14-Nov-12	14-Nov-20
dallasrefrigeratorrepairs.com	3-Feb-12	3-Feb-20
dallasrefrigeratorrepairsite.com	3-Feb-12	3-Feb-20
dallasrepaircontractor.com	14-Nov-12	14-Nov-20

dallasrepaircontractors.com	14-Nov-12	14-Nov-20
dallaswasherdryerrepair.com	14-Nov-12	14-Nov-20
dallas-washer-repair.com	3-Feb-12	3-Feb-20
dallaswasherrepairservice.com	3-Feb-12	3-Feb-20
deepcleanexperts.com	20-May-00	20-May-19
deliveringluxury.com	8-May-15	8-May-19
deliveryinstallation.net	28-Feb-12	28-Feb-20
deliveryinstalltioninfo.net	28-Feb-12	28-Feb-20
dellver.com	10-Mar-10	10-Mar-20
delver.biz	17-Feb-08	16-Feb-19
delver.com	13-Oct-96	12-Oct-19
delver.eu	24-Jul-09	24-Jul-19
delver.us	17-Feb-08	16-Feb-19
delverblog.com	10-Mar-10	10-Mar-20
delveredit.com	5-Apr-10	5-Apr-20
delvering.com	22-Jul-08	22-Jul-19
delvering.net	22-Jul-08	22-Jul-19
delveringit.com	5-Apr-10	5-Apr-20
delverit.com	5-Apr-10	5-Apr-20
delvertv.com	10-Mar-10	10-Mar-20
delvore.com	10-Mar-10	10-Mar-20
delvre.com	3-May-08	3-May-19
delvver.com	10-Mar-10	10-Mar-20
dhpowahead.com	17-Nov-17	17-Nov-19
diehard.biz	27-Mar-02	26-Mar-20
diehard.clothing	5-Feb-14	5-Feb-20
diehard.co	22-Feb-12	21-Feb-19
diehard.com	20-Mar-97	21-Mar-19
diehard.deals	22-Sep-14	22-Sep-19
diehard.eu	1-Apr-06	1-Apr-20
diehard.gifts	4-Nov-14	4-Nov-19
diehard.info	26-Jul-01	26-Jul-20
diehard.net	30-Sep-98	29-Sep-20
diehard.org	30-Sep-98	29-Sep-20
diehard.repair	25-Mar-14	25-Mar-19
diehard.shoes	24-Feb-14	24-Feb-19
diehard.support	19-Mar-14	18-Mar-19
diehard.us	19-Apr-02	18-Apr-19
diehard500.com	14-Aug-98	13-Aug-20
diehardauto.com	19-Jan-17	19-Jan-19
diehardautocenter.com	19-Jan-17	19-Jan-19
diehardautocenters.com	19-Jan-17	19-Jan-19
diehardbatteries.com	7-Oct-98	6-Oct-19

diehard-batteries.com	28-Oct-99	28-Oct-20
diehardbattery.com	7-Oct-98	6-Oct-19
diehard-battery.com	28-Oct-99	28-Oct-20
diehardlifestyle.com	7-Jul-16	7-Jul-19
diehardpowerahead.com	17-Nov-17	17-Nov-19
diehardracingleague.com	13-Apr-04	13-Apr-20
diehardsd.com	14-Jun-13	14-Jun-19
diehardtire.com	27-Jul-16	27-Jul-20
diehardtires.com	27-Jul-16	27-Jul-20
diypartsdirect.com	13-Jun-12	13-Jun-20
domores.com	11-Apr-07	11-Apr-19
dreamsmatter.com	29-Jun-14	29-Jun-19
dreamsmatteratsears.com	15-Apr-15	15-Apr-19
dumorehouse.com	25-Apr-07	25-Apr-19
dumores.com	11-Apr-07	11-Apr-19
dumoresfamily.com	25-Apr-07	25-Apr-19
duracart.org	6-Jun-08	6-Jun-20
duraset.org	6-Jun-08	6-Jun-20
eblon.biz	17-Jan-14	16-Jan-19
eblon.co.in	21-Jan-14	21-Jan-20
eblon.net	12-Nov-13	12-Nov-19
eblontech.com	12-Nov-13	12-Nov-19
eblontechnologies.com	12-Nov-13	12-Nov-19
eco-sears.com	8-Jun-10	8-Jun-20
eddielampert.net	11-Feb-11	11-Feb-19
eddielampert.org	11-Feb-11	11-Feb-19
eddielampert.tel	14-Feb-11	13-Feb-19
eddielampert.us	11-Feb-11	10-Feb-19
ejobleads.com	9-Feb-09	9-Feb-19
electronicmatchmaker.com	8-Sep-09	8-Sep-19
electronicsmatchmaker.com	8-Sep-09	8-Sep-19
emtsrs.com	8-Feb-08	8-Feb-20
entrydoorsbysears.com	10-Sep-11	10-Sep-19
essentials-to-go.com	17-Jun-05	17-Jun-19
essentialstogo.net	21-Jun-05	21-Jun-17
eultracare.com	17-Mar-08	17-Mar-20
everyfilter.com	10-Aug-12	10-Aug-20
evokeclient.com	3-Sep-14	3-Sep-20
evokedam.com	21-Jul-14	21-Jul-20
evokeimaging.net	16-Aug-13	16-Aug-19
evokephotos.com	16-Aug-13	16-Aug-19
evokeproduction.net	16-Aug-13	16-Aug-19
evokeproduction.org	16-Aug-13	16-Aug-19
evoke-productions.com	15-Jul-13	15-Jul-19
evokeproductions.net	16-Aug-13	16-Aug-19
evokeservices.com	16-Aug-13	16-Aug-19
evokevideography.com	16-Aug-13	16-Aug-19

exchangein5.com	24-Sep-12	24-Sep-20
exploringmyamerica.com	11-May-10	11-May-20
exploringmyamerica.net	11-May-10	11-May-20
fashionathletic.com	3-May-02	3-May-19
fbaweb.com	25-Nov-02	25-Nov-19
feet.com	10-May-95	11-May-20
fiftyfootparty.com	18-Aug-11	18-Aug-19
find15forfamily.com	2-Oct-08	2-Oct-20
firsthispanicheritagescholarship.com	9-Sep-09	9-Sep-19
fitpride.com	24-Nov-10	24-Nov-18
fitribe.com	1-Dec-10	1-Dec-18
fitstudio.com	22-Apr-03	22-Apr-20
flipthemegaphone.com	24-Aug-10	24-Aug-20
flooringbysears.com	10-Sep-11	10-Sep-19
flooringbysearshomeservices.com	10-Sep-11	10-Sep-19
floridabuilderappliance.com	25-Nov-02	25-Nov-19
floridabuilderappliances.com	9-Aug-00	9-Aug-19
flowersbysears.com	29-Mar-00	29-Mar-19
fountit.com	26-Oct-15	26-Oct-19
fridge.parts	10-Jul-14	10-Jul-19
friendsandshopping.com	27-Apr-06	27-Apr-20
friendsandshopping.net	27-Apr-06	27-Apr-20
fromstate.com	17-Oct-12	17-Oct-20
frugaliscious.com	24-Jun-09	24-Jun-19
frugalphoria.com	26-Jun-09	26-Jun-19
frugchic.com	26-Jun-09	26-Jun-19
frugflair.com	26-Jun-09	26-Jun-19
frugnation.com	14-May-09	14-May-19
g02sears.com	19-Apr-13	19-Apr-19
gamingmatchmaker.com	8-Sep-09	8-Sep-19
garagedoorsears.com	21-Apr-16	21-Apr-20
garageheadclub.com	25-Apr-17	25-Apr-19
garageheaddiy.com	25-Apr-17	25-Apr-19
garageheadlife.com	25-Apr-17	25-Apr-19
garageheadpro.com	25-Apr-17	25-Apr-19
garageheads.club	20-Dec-17	20-Dec-19
garageheads.net	20-Dec-17	20-Dec-19
garageheads.org	20-Dec-17	20-Dec-19
garageheadz.com	25-Apr-17	25-Apr-19
garageofknowledge.com	18-Jun-08	18-Jun-20
genericsplus.com	2-Jun-04	2-Jun-20
georgiaappliancerepair.com	3-Oct-12	3-Oct-20
getitdonehere.com	23-Sep-09	23-Sep-19
getjobleads.com	9-Feb-09	9-Feb-19
getjobleadsnow.com	9-Feb-09	9-Feb-19
getthingsfixednow.com	9-Feb-09	9-Feb-19
giftmatchmaker.com	23-Nov-09	23-Nov-19

girlidentity.com	17-Jul-00	17-Jul-19
girlidentity.net	17-Jul-00	17-Jul-19
girlidentity.org	17-Jul-00	17-Jul-19
globalbrandexchange.net	19-Feb-10	19-Feb-20
gnn.com	22-Jun-93	6-Nov-20
gnngoodnewsnow.biz	14-Aug-09	13-Aug-19
gnngoodnewsnow.com	14-Aug-09	14-Aug-19
gnngoodnewsnow.org	14-Aug-09	14-Aug-19
gnnnet.com	1-Oct-08	1-Oct-19
gnnonline.com	25-May-06	25-May-19
go2sears.com	26-Nov-12	26-Nov-19
godelver.com	10-Mar-10	10-Mar-20
goferme.com	15-May-06	15-May-20
goferservice.com	15-May-06	15-May-20
goferservicebureau.com	22-Sep-08	22-Sep-20
gojobleads.com	9-Feb-09	9-Feb-19
gonowandhere.com	23-Jun-10	23-Jun-20
goodlifegreatprice.com	29-Apr-03	29-Apr-19
goodnewsnow.biz	14-Aug-09	13-Aug-19
goodnewsnow.org	21-Nov-02	20-Nov-19
goodnewsondemand.com	11-Nov-09	11-Nov-19
gpsmatchmaker.com	16-Jul-08	16-Jul-19
grabandgofer.com	9-Oct-08	9-Oct-20
grabandgopher.com	9-Oct-08	9-Oct-20
grabngofer.com	9-Oct-08	9-Oct-20
grabngopher.com	9-Oct-08	9-Oct-20
greatindoors.com	23-Jul-97	22-Jul-20
greatindoors.net	30-Sep-98	29-Sep-20
greatindoors.org	30-Sep-98	29-Sep-20
green-sears.com	8-Jun-10	8-Jun-20
greywolfpet.com	12-Jun-15	12-Jun-19
grillingishappiness.com	22-Mar-12	22-Mar-20
halogencard.com	30-Dec-10	30-Dec-18
halogencash.com	30-Dec-10	30-Dec-18
halogenmoney.com	30-Dec-10	30-Dec-18
halogenprepaid.com	30-Dec-10	30-Dec-18
hasconnection.com	14-Apr-09	14-Apr-19
heatingandcoolingbysears.com	10-Sep-11	10-Sep-19
hireaninstaller.com	9-Feb-09	9-Feb-19
hireaservicepro.com	9-Feb-09	9-Feb-19
hireatechnow.com	9-Feb-09	9-Feb-19
holidaysecret.com	30-Aug-06	30-Aug-20
homebathremodeling.com	10-Sep-11	10-Sep-19
homecentral.info	26-Jul-01	26-Jul-20
homeimprovementsbysears.com	10-Sep-11	10-Sep-19
honeydont.com	20-Jun-07	20-Jun-20
honeydontlist.com	27-Oct-08	27-Oct-20

honeydontlist.net	27-Oct-08	27-Oct-20
houstonappliancecontractors.com	14-Nov-12	14-Nov-20
houstonappliancepro.com	14-Nov-12	14-Nov-20
houstonappliancerepair247.com	14-Nov-12	14-Nov-20
houstonappliancerepairamn.com	14-Nov-12	14-Nov-20
houstoncontractorconnect.com	14-Nov-12	14-Nov-20
houstondoormapairman.com	14-Nov-12	14-Nov-20
houstonhandymanrepairs.com	14-Nov-12	14-Nov-20
houstonhomepaintingservices.com	14-Nov-12	14-Nov-20
houstonhomerepaircontractors.com	14-Nov-12	14-Nov-20
houstonhomerepairexperts.com	14-Nov-12	14-Nov-20
houstonrefrigeratorrepairman.com	14-Nov-12	14-Nov-20
houstonrepaircontractor.com	14-Nov-12	14-Nov-20
houstonrepaircontractors.com	14-Nov-12	14-Nov-20
houstonwasherdryerrepairs.com	14-Nov-12	14-Nov-20
howtodoisdonetoday.com	18-Dec-09	18-Dec-19
howtodoisdonetoday.net	18-Dec-09	18-Dec-19
howwascheckout.com	12-Jul-13	12-Jul-19
htsconnection.com	14-Apr-09	14-Apr-19
idiehard.com	18-Jan-11	18-Jan-19
ihatethegreatindoors.com	3-Dec-02	3-Dec-19
ikenmore.com	18-Jan-11	18-Jan-19
ikmart.com	1-Apr-02	1-Apr-20
ilovemykmart.com	6-Feb-07	6-Feb-20
imaginemystyle.com	14-May-09	14-May-19
impactdam.com	15-Nov-12	15-Nov-20
impactdam.net	15-Nov-12	15-Nov-20
imxcollective.com	27-Mar-17	27-Mar-19
independentsearsautocenters.com	15-Oct-09	15-Oct-19
infinitefilters.com	10-Aug-12	10-Aug-20
info-grip.com	16-Sep-10	16-Sep-20
innovelsolutions.co	2-Jul-14	1-Jul-20
innovelsolutions.com	2-Jul-14	2-Jul-20
innovelsolutions.net	2-Jul-14	2-Jul-20
innovelsolutions.org	2-Jul-14	2-Jul-20
insidesears.com	19-Nov-02	19-Nov-19
isears.com	30-Jan-00	30-Jan-19
iseers.com	4-Dec-08	4-Dec-18
ishopitell.com	1-May-09	1-May-19
ishopntell.com	1-May-09	1-May-19
isyourrefrigeratorrunning.com	22-Jan-07	22-Jan-19
itgsearshc.com	12-May-14	12-May-20
itsgn.com	11-Nov-09	11-Nov-19
jacksarrow.com	16-Sep-08	16-Sep-20
jfffamily.com	12-Sep-02	12-Sep-19
jobsatsears.com	18-Apr-00	18-Apr-20
justforfeet.com	22-Aug-97	21-Aug-19

justforfeet.net	5-Apr-01	5-Apr-20
justforfeet.org	5-Apr-01	5-Apr-20
justforfeetfamily.com	12-Sep-02	12-Sep-19
justforfeetsucks.com	1-May-02	1-May-19
justgn.com	11-Nov-09	11-Nov-19
justkidz.com	3-Apr-00	3-Apr-19
justkidztoys.com	22-Jan-10	22-Jan-20
kcdbrands.com	21-Feb-11	21-Feb-19
kcdpat.com	11-Feb-14	11-Feb-20
k-conceirge.com	2-Feb-04	2-Feb-19
kconcierge.com	31-Jan-06	5-Jan-19
k-concierge.com	28-Nov-06	5-Jan-19
kenmire.com	23-Nov-12	23-Nov-18
kenmore.com	31-Mar-99	31-Mar-19
kenmore.deals	22-Sep-14	22-Sep-19
kenmore.eu	27-Mar-06	27-Mar-20
kenmore.gifts	4-Nov-14	4-Nov-19
kenmore.info	26-Jul-01	26-Jul-20
kenmore.kitchen	21-Feb-14	21-Feb-19
kenmore.net	5-May-98	4-May-20
kenmore.repair	25-Mar-14	25-Mar-19
kenmore.support	19-Mar-14	18-Mar-19
kenmore.technology	27-Jan-15	27-Jan-19
kenmore.tv	21-Jan-11	21-Jan-20
kenmore.us	19-Apr-02	18-Apr-19
kenmore15.com	2-Oct-08	2-Oct-20
kenmorealfie.com	19-Sep-16	19-Sep-20
kenmorecommercial.com	10-Nov-08	10-Nov-20
kenmoreconnect.com	22-May-12	22-May-20
kenmoredirect.com	29-Aug-17	29-Aug-19
kenmoredirect.info	29-Aug-17	29-Aug-19
kenmoredirect.net	29-Aug-17	29-Aug-19
kenmoredirect.org	29-Aug-17	29-Aug-19
kenmoreelite.com	16-Nov-01	16-Nov-20
kenmoreelite51capacity.com	12-Feb-13	12-Feb-19
kenmoreelite51speed.com	12-Feb-13	12-Feb-19
kenmoreelite51steam.com	12-Feb-13	12-Feb-19
kenmore-eparts.com	28-Mar-00	28-Mar-19
kenmoregeniustips.com	5-Oct-10	5-Oct-20
kenmoreinnovation.com	17-Nov-08	17-Nov-20
kenmorelivestudio.com	19-Feb-10	19-Feb-20
kenmoremilitarywater.com	17-Nov-09	17-Nov-19
kenmoren.com	23-Nov-12	23-Nov-18
kenmoreparts.com	7-Apr-03	7-Apr-20
kenmoreparts.net	1-Dec-99	1-Dec-18

kenmorepowercord.com	16-Sep-15	16-Sep-19
kenmoresmart.com	24-May-16	24-May-20
kenmorestudio.com	1-Dec-09	1-Dec-19
kenmoretake15.com	2-Oct-08	2-Oct-20
kenmorewater.com	2-Feb-01	2-Feb-19
kenmorewaterheaters.com	21-Oct-02	21-Oct-20
kenomore.com	23-Nov-12	23-Nov-18
kermore.com	23-Nov-12	23-Nov-18
kidvantage.com	14-May-98	13-May-20
kidvantage.net	14-May-98	13-May-19
kidvantage.org	14-May-98	13-May-19
kidvantageclub.com	30-Sep-08	30-Sep-20
kinfomail.com	16-Nov-06	15-Jan-20
kitchenandplumbing.com	21-Apr-11	21-Apr-20
kitchenremodelingbysears.com	10-Sep-11	10-Sep-19
kmart.ai	16-Jul-18	16-Jul-20
kmart.asia	26-Sep-10	26-Sep-19
kmart.cl	31-Oct-00	29-Nov-20
k-mart.cl	13-Jul-06	11-Aug-20
kmart.clothing	5-Feb-14	5-Feb-20
kmart.club	14-Sep-15	13-Sep-19
kmart.com	19-Oct-06	18-Dec-18
kmart.com.pr	1-Feb-02	1-Feb-19
kmart.coupons	17-Aug-15	17-Aug-20
kmart.credit	27-Aug-14	26-Aug-19
kmart.creditcard	26-Aug-14	26-Aug-19
kmart.deals	22-Sep-14	22-Sep-19
kmart.delivery	3-Feb-15	3-Feb-20
kmart.discount	19-Aug-14	19-Aug-19
kmart.eu	12-Aug-06	12-Aug-20
kmart.fashion	10-Apr-15	10-Apr-20
kmart.finance	3-Sep-14	3-Sep-19
kmart.financial	28-Jul-14	28-Jul-19
kmart.gen.tr	10-Dec-01	9-Dec-19
kmart.gifts	4-Nov-14	4-Nov-19
kmart.jobs	15-Sep-05	15-Sep-19
kmart.kitchen	10-Feb-14	10-Feb-19
kmart.live	28-Mar-18	28-Mar-20
kmart.mobi	15-Jun-06	15-Jun-19
kmart.net	8-May-98	7-May-19
kmart.net.pr	1-Feb-02	1-Feb-19
kmart.org	21-Nov-06	16-Dec-19
k-mart.org	30-Nov-05	24-Nov-19
kmart.org.pr	22-Feb-02	22-Feb-19
kmart.pr	6-Jan-14	6-Jan-19

kmart.sale	28-Mar-18	28-Mar-20
kmart.services	11-Mar-15	11-Mar-19
kmart.shoes	24-Feb-14	24-Feb-19
kmart.store	6-Jun-16	6-Jun-19
kmart.support	19-Mar-14	18-Mar-19
kmart.systems	26-Jan-15	26-Jan-19
kmart.tienda	27-May-14	27-May-19
kmart.tv	4-Sep-06	4-Sep-20
k-mart.us	7-Feb-12	6-Feb-20
kmart2go.com	17-Apr-09	17-Apr-21
kmart3662.com	10-Oct-09	10-Oct-19
kmart3dtelevision.com	8-Jun-10	8-Jun-20
kmart3dtelevisions.com	8-Jun-10	8-Jun-20
kmart3dtv.com	8-Jun-10	8-Jun-20
kmart3dtvs.com	8-Jun-10	8-Jun-20
kmart50ftparty.com	18-Aug-11	18-Aug-19
kmartasc.com	30-Mar-11	29-Mar-20
kmartasia.asia	10-Feb-11	10-Feb-20
kmartasia.co	10-Feb-11	9-Feb-20
kmartasia.net	10-Feb-11	10-Feb-20
kmartauto.com	5-May-09	5-May-20
kmartautomotive.com	30-Apr-09	30-Apr-19
kmartbbguns.info	24-Feb-11	24-Feb-19
kmartbestcustomer.com	13-Nov-08	13-Nov-20
kmartbillionpoints.com	1-Jun-10	1-Jun-20
kmartbirthday.com	24-Jul-13	24-Jul-19
kmartbluebonus.com	14-Jun-07	14-Jun-19
kmartbluelight.com	31-Mar-09	31-Mar-20
kmartbonus.com	14-Jun-07	14-Jun-19
kmartbonusrewards.com	21-Jun-07	21-Jun-20
kmartbooks.com	19-May-11	19-May-19
kmartboxers.com	18-Feb-04	18-Feb-20
kmartbusinessgiftcards.com	20-Apr-10	20-Apr-20
kmartcabintent.info	24-Feb-11	24-Feb-19
kmart-cameras.net	26-May-06	7-Mar-19
kmartcampingtents.info	24-Feb-11	24-Feb-19
kmartchoices.com	17-Jun-10	17-Jun-20
kmartchoices.info	17-Jun-10	17-Jun-20
kmartchoices.mobi	17-Jun-10	17-Jun-20
kmartchoices.net	17-Jun-10	17-Jun-20
kmartchoices.org	17-Jun-10	17-Jun-19
kmartchoices.us	17-Jun-10	16-Jun-20
kmartcollectibles.com	29-Jun-11	29-Jun-19
kmartcollector.com	29-Jun-11	29-Jun-19
kmartcomplaints.com	10-Jan-10	10-Jan-20
kmartcomplaints.net	10-Jan-10	10-Jan-20
kmartcomplaints.org	10-Jan-10	10-Jan-20

kmartconcierge.com	3-Feb-11	3-Feb-19
kmartcorp.com	7-Feb-00	7-Feb-20
kmartcorporategiftcards.com	27-Oct-10	27-Oct-20
kmartcouponcode.info	24-Feb-11	24-Feb-19
kmartcoupons.info	24-Feb-11	24-Feb-19
kmartcreditcard.org	10-Sep-12	10-Sep-19
kmartcreditcardapplication.com	13-Jun-09	13-Jun-20
kmartcurtains.info	24-Feb-11	24-Feb-19
kmart-deals.com	4-Apr-04	4-Apr-19
kmart-deals.net	1-May-06	17-Feb-19
kmart-delivery.com	26-Apr-12	25-Apr-20
kmartdesign.com	24-Feb-09	24-Feb-20
kmartdev.com	12-Sep-05	12-Sep-19
kmartdigitalad.com	21-Apr-11	21-Apr-19
kmartdiscounts.com	8-Jun-10	8-Jun-20
kmarteasypay.com	17-Jun-10	17-Jun-20
kmartexpress.com	10-Nov-09	10-Nov-19
kmartfashion.com	5-Nov-10	5-Nov-20
kmartfeedback.com	24-Aug-07	24-Aug-20
kmartfuninthesungame.com	25-Apr-14	25-Apr-20
kmartgamer.com	27-Apr-10	27-Apr-20
kmart-games.com	29-Jun-06	29-Jun-20
kmartgaming.com	27-Apr-10	27-Apr-20
kmartgarden.info	9-Feb-04	9-Feb-20
kmartgardenclub.com	20-Feb-12	20-Feb-20
kmartgift.info	15-Nov-08	15-Nov-20
kmartgiftcard.com	18-Nov-04	5-Feb-20
kmart-giftcard.com	30-Jul-09	30-Jul-19
kmartgiftcardnow.com	7-Nov-08	7-Nov-20
kmartgiftcards.com	16-Feb-08	16-Feb-19
kmartgrocery.com	9-May-08	9-May-19
kmarthalloweenparty.com	25-Aug-11	25-Aug-19
kmarthalogen.com	15-Jul-11	15-Jul-19
kmarthome.com	19-Jan-05	19-Jan-19
kmartinflatablemattress.info	24-Feb-11	24-Feb-19
kmartisp.com	26-Jul-01	26-Jul-19
kmartkids.com	5-Feb-10	5-Feb-20
kmartkidsfurniture.info	24-Feb-11	24-Feb-19
kmartkitchencurtains.info	24-Feb-11	24-Feb-19
kmartkommunity.biz	18-Mar-03	17-Mar-19
kmartkommunity.com	18-Mar-03	18-Mar-20
kmartkommunity.info	18-Mar-03	18-Mar-19
kmartkommunity.net	18-Mar-03	18-Mar-19
kmartkommunity.org	18-Mar-03	18-Mar-19
kmartkommunity.us	18-Mar-03	17-Mar-19
kmartkreator.com	17-Aug-12	17-Aug-20
kmartlayaway.com	10-Jul-07	10-Jul-20

kmartlayaway.info	18-Oct-08	18-Oct-20
kmartlink2life.com	26-Oct-11	26-Oct-20
kmartlink2life.net	26-Oct-11	26-Oct-20
kmartlink2life.org	26-Oct-11	26-Oct-20
kmartlinktolife.com	26-Oct-11	26-Oct-20
kmart-link-to-life.com	26-Oct-11	26-Oct-20
kmartlinktolife.net	26-Oct-11	26-Oct-20
kmart-link-to-life.net	26-Oct-11	26-Oct-20
kmartlinktolife.org	26-Oct-11	26-Oct-20
kmart-link-to-life.org	26-Oct-11	26-Oct-19
kmartlive.com	8-Jun-10	8-Jun-20
kmartlocal.com	22-Feb-12	22-Feb-20
kmartlocalad.com	21-Apr-11	21-Apr-19
kmartlookbook.com	23-Mar-10	23-Mar-20
kmartmarketplace.com	26-Jul-07	26-Jul-19
kmartmedia.com	16-Feb-06	16-Feb-20
kmartmoneyhub.com	15-Jul-11	15-Jul-19
kmartmyway.com	16-Jan-09	16-Jan-19
kmartonline.net	1-Dec-09	1-Dec-19
kmart-online-pharmacy.com	13-Feb-16	13-Feb-20
kmartoptions.com	17-Jun-10	17-Jun-20
kmartpal.com	19-Apr-11	19-Apr-19
kmartparts.com	11-Sep-07	11-Sep-19
kmart-parts.com	11-Sep-07	11-Sep-19
k-martparts.com	11-Sep-07	11-Sep-19
k-mart-parts.com	11-Sep-07	11-Sep-19
kmartpersonalshopper.com	31-Jan-11	31-Jan-19
kmartpharmacy.com	26-Nov-05	26-Nov-19
kmart-pharmacy.com	16-Nov-04	16-Nov-19
k-martpharmacy.com	26-Sep-07	26-Sep-19
kmartpharmacy.net	26-Sep-07	26-Sep-19
kmart-pharmacy.net	22-Jul-10	22-Jul-20
kmartpharmacy.org	26-Sep-07	26-Sep-19
kmartplaza.com	14-May-10	14-May-20
kmartpoints.com	28-Jun-10	28-Jun-20
kmartportraitstudio.com	31-Mar-09	31-Mar-20
kmartpr.com	28-Aug-05	28-Aug-19
kmartprepaid.com	14-Nov-06	14-Nov-19
kmartprintablecoupons.com	19-Nov-11	19-Nov-19
kmartpromo.com	17-Jun-05	17-Jun-19
kmartproperties.com	1-Dec-09	1-Dec-19
kmartproperty.com	1-Dec-09	1-Dec-19
kmartrealestate.com	12-Jun-00	12-Jun-20
kmartrebates.com	19-Aug-14	19-Aug-20
kmartreward.com	22-Sep-06	22-Sep-19
kmartrewards.com	11-Sep-06	11-Sep-19
kmartsale.com	13-Nov-09	13-Nov-19

kmartshipmypants.com	16-Apr-13	16-Apr-19
kmartshowercurtains.info	24-Feb-11	24-Feb-19
kmartsmart.com	9-Jan-09	9-Jan-19
kmartsmartreward.com	9-Jan-09	9-Jan-19
kmartsmartrewards.com	9-Jan-09	9-Jan-19
kmartsocial.com	31-Jan-11	31-Jan-19
kmartsolutioncard.biz	11-Jun-07	10-Jun-19
kmartsolutioncard.com	12-Jun-07	12-Jun-19
kmartsolutioncard.net	12-Jun-07	12-Jun-19
kmartsolutioncards.biz	11-Jun-07	10-Jun-19
kmartsolutioncards.com	12-Jun-07	12-Jun-19
kmartsolutioncards.net	12-Jun-07	12-Jun-19
kmartsolutionmastercard.biz	11-Jun-07	10-Jun-19
kmartsolutionmastercard.com	12-Jun-07	12-Jun-19
kmartsolutionmastercard.net	12-Jun-07	12-Jun-19
kmartsolutionscard.biz	11-Jun-07	10-Jun-19
kmartsolutionscard.com	12-Jun-07	12-Jun-19
kmartsolutionscard.net	12-Jun-07	12-Jun-19
kmartsolutionscards.biz	11-Jun-07	10-Jun-19
kmartsolutionscards.com	12-Jun-07	12-Jun-19
kmartsolutionscards.net	12-Jun-07	12-Jun-19
kmartsolutionsmastercard.biz	11-Jun-07	10-Jun-19
kmartsolutionsmastercard.com	12-Jun-07	12-Jun-19
kmartsolutionsmastercard.net	12-Jun-07	12-Jun-19
kmartspanishhub.com	22-Aug-11	22-Aug-19
kmart-store.com	8-May-06	21-Feb-20
kmartstorelocator.info	24-Feb-11	24-Feb-19
kmartstores.info	24-Feb-11	24-Feb-19
kmartswingsets.info	24-Feb-11	24-Feb-19
kmarttrueblue.com	14-Jun-07	14-Jun-19
kmarttvstands.info	24-Feb-11	24-Feb-19
kmartweeklyad.info	24-Feb-11	24-Feb-19
kmartwine.com	20-Jul-06	20-Jul-20
kmartwines.com	23-Oct-07	23-Oct-20
kmartwireless.com	17-Mar-09	17-Mar-20
kmconcierge.com	31-Jan-06	5-Jan-19
kmrt.cm	2-Mar-16	2-Mar-20
kmsourcing.com.hk	16-Jul-14	16-Jul-20
kmsourcing.net	15-Jul-14	15-Jul-20
kmtsourcing.com	15-Jul-14	15-Jul-20
kmtsourcing.com.hk	16-Jul-14	16-Jul-20
kmtsourcing.net	15-Jul-14	15-Jul-20
knmore.com	23-Nov-12	23-Nov-18

knowstate.co	15-Oct-12	14-Oct-20
landsend.jobs	15-Sep-05	15-Sep-19
landsendmarketplace.com	25-Jul-07	25-Jul-19
landsendmyway.com	16-Jan-09	16-Jan-19
latinasmart.net	27-Apr-11	27-Apr-19
latinasmart.org	27-Apr-11	27-Apr-19
lauderdaleaefactoryservice.com	1-Mar-10	1-Mar-20
lawnmower.parts	9-Aug-15	9-Aug-20
layawayangel.com	3-Mar-09	3-Mar-19
layawayangel.net	3-Mar-09	3-Mar-19
layawayangel.org	4-Mar-09	4-Mar-19
layawayangels.com	3-Mar-09	3-Mar-19
layawayangels.net	3-Mar-09	3-Mar-19
layawayangels.org	4-Mar-09	4-Mar-19
lemarketplace.com	25-Jul-07	25-Jul-19
letsgetfitclub.com	6-Dec-10	6-Dec-18
littleonesbrand.com	12-Jun-15	12-Jun-19
livejobleads.com	9-Feb-09	9-Feb-19
livenowandhere.com	23-Jun-10	23-Jun-20
locateapplianceparts.com	11-Sep-07	11-Sep-19
loginsearscreditcard.com	28-Mar-18	28-Mar-20
madrescomadres.com	29-Mar-11	29-Mar-19
madresycomadres.com	29-Mar-11	29-Mar-19
makeovertheugliestroom.com	1-Jul-10	1-Jul-20
managemyanniversary.com	1-Aug-06	1-Aug-20
managemyantiques.com	20-Jul-06	20-Jul-20
managemyappointment.com	1-Aug-06	1-Aug-20
managemyattic.com	20-Jul-06	20-Jul-20
managemyautomobile.com	23-Jul-09	23-Jul-19
managemybaby.com	1-Aug-06	1-Aug-19
managemybasement.com	20-Jul-06	20-Jul-20
managemybathroom.com	20-Jul-06	20-Jul-19
managemybedrooms.com	20-Jul-06	20-Jul-19
managemybird.com	1-Aug-06	1-Aug-19
managemybirthday.com	1-Aug-06	1-Aug-19
managemyblog.com	17-Aug-06	22-Mar-20
managemyboat.com	1-Aug-06	1-Aug-19
managemybreakfast.com	1-Aug-06	1-Aug-20
managemybudgeting.com	1-Aug-06	1-Aug-20
managemycar.com	10-Oct-00	10-Oct-19
managemycards.com	17-Aug-06	14-Feb-20
managemycat.com	1-Aug-06	1-Aug-20
managemycharitycontributions.com	1-Aug-06	1-Aug-20
managemychildren.com	20-Jul-06	20-Jul-20
managemychristmas.com	20-Jul-06	20-Jul-20
managemycloset.com	20-Jul-06	20-Jul-20
managemycottage.com	17-Aug-06	22-Mar-20

managemydad.com	17-Aug-06	22-Mar-20
managemydecor.com	17-Aug-06	5-Jul-20
managemydesktoppc.com	7-Dec-09	7-Dec-19
managemydigitallife.com	27-Nov-07	27-Nov-19
managemydinner.com	1-Aug-06	1-Aug-20
managemydinnerparty.com	1-Aug-06	1-Aug-20
managemydinnerreservations.com	1-Aug-06	1-Aug-20
managemydog.com	1-Aug-06	1-Aug-19
managemydonations.com	20-Jul-06	20-Jul-20
managemyeducation.com	1-Aug-06	1-Aug-20
managemyelectronics.com	20-Jul-06	20-Jul-20
managemyentertainment.com	1-Aug-06	1-Aug-20
managemyexercise.com	1-Aug-06	1-Aug-20
managemyexerciseroom.com	20-Jul-06	20-Jul-20
managemyeyes.com	1-Aug-06	1-Aug-20
managemyfashion.com	17-Aug-06	22-Mar-20
managemyfater.com	1-Aug-06	1-Aug-20
managemyfish.com	1-Aug-06	1-Aug-20
managemyfitnessroom.com	20-Jul-06	20-Jul-20
managemyfriends.com	1-Aug-06	1-Aug-20
managemyfuneral.com	21-Jul-06	21-Jul-20
managemygadgets.com	1-Aug-06	1-Aug-20
managemygame.com	17-Aug-06	27-Mar-20
managemygameroom.com	20-Jul-06	20-Jul-20
managemygames.com	1-Aug-06	1-Aug-20
managemygarage.com	1-Aug-06	1-Aug-20
managemygarden.ca	13-Apr-04	13-Apr-19
managemygarden.com	17-Aug-06	13-Apr-20
managemygiftcards.com	20-Jul-06	20-Jul-20
managemygiftgiving.com	20-Jul-06	20-Jul-19
managemygraduation.com	1-Aug-06	1-Aug-19
managemygrandparents.com	1-Aug-06	1-Aug-19
managemygreenlife.com	7-Dec-09	7-Dec-19
managemyguestlist.com	1-Aug-06	1-Aug-19
managemyhealthandbeauty.com	1-Aug-06	1-Aug-19
managemyhobbies.com	1-Aug-06	1-Aug-19
managemyhobby.com	20-Jul-06	20-Jul-20
managemyholidays.com	20-Jul-06	20-Jul-19
managemyhome.ca	2-Oct-00	16-May-20
managemyhome.com	28-Aug-06	3-Sep-20
managemyhomeimprovements.com	1-Aug-06	1-Aug-20
managemyhomeservices.com	20-Jul-06	20-Jul-20
managemyhometheater.com	20-Jul-06	20-Jul-20
managemyhousecleaning.com	1-Aug-06	1-Aug-20
managemyhousekeeping.com	1-Aug-06	1-Aug-20
managemyhousewarming.com	1-Aug-06	1-Aug-20
managemyhvac.com	20-Jul-06	20-Jul-20

managemyillness.com	17-Aug-06	22-Mar-20
managemyjewelry.com	20-Jul-06	20-Jul-20
managemykid.com	1-Aug-06	1-Aug-20
managemykids.com	17-Aug-06	13-May-20
managemykitchen.com	1-Aug-06	1-Aug-20
managemylaptoppc.com	7-Dec-09	7-Dec-19
managemylawn.com	20-Jul-06	20-Jul-20
managemylife.com	9-Nov-03	9-Nov-20
managemylifr.com	28-Mar-18	28-Mar-20
managemylook.com	3-Dec-09	3-Dec-19
managemylunch.com	1-Aug-06	1-Aug-20
managemymachine.com	7-Dec-09	7-Dec-19
managemymail.ca	6-Apr-05	6-Apr-19
managemymedia.com	17-Aug-06	22-Mar-20
managemymedicinecabinet.com	20-Jul-06	20-Jul-20
managemymom.com	17-Aug-06	22-Mar-19
managemymother.com	1-Aug-06	1-Aug-20
managemymove.ca	27-Mar-04	27-Mar-19
managemymove.com	5-Sep-06	27-Mar-19
managemymovietickets.com	1-Aug-06	1-Aug-20
managemynewborn.com	1-Aug-06	1-Aug-20
managemynuptials.com	7-Dec-09	7-Dec-19
managemyoffice.com	1-Aug-06	1-Aug-20
managemyoutdooractivities.com	1-Aug-06	1-Aug-20
managemyownersmanuals.com	20-Jul-06	20-Jul-20
managemypantry.com	20-Jul-06	20-Jul-20
managemyparty.com	1-Aug-06	1-Aug-19
managemypersonalcare.com	1-Aug-06	1-Aug-19
managemypersonalgrooming.com	1-Aug-06	1-Aug-19
managemypet.com	17-Aug-06	13-May-19
managemypets.com	1-Aug-06	1-Aug-20
managemyphysicaltherapy.com	1-Aug-06	1-Aug-20
managemyplanning.com	1-Aug-06	1-Aug-20
managemypoints.com	17-Aug-06	22-Mar-19
managemyprom.com	1-Aug-06	1-Aug-20
managemyrecipes.com	1-Aug-06	1-Aug-20
managemyregistry.com	1-Aug-06	1-Aug-20
managemyrelocation.com	1-Aug-06	1-Aug-20
managemyremodel.com	1-Aug-06	1-Aug-20
managemyreservations.com	1-Aug-06	1-Aug-20
managemyride.com	7-Aug-07	7-Aug-19
managemyscreeningroom.com	20-Jul-06	20-Jul-20
managemysearch.com	17-Aug-06	11-Jan-19
managemyservice.com	17-Aug-06	22-Mar-19
managemyshape.com	17-Aug-06	22-Mar-19
managemyshopping.com	17-Aug-06	22-Mar-20
managemysmokingcessation.com	1-Aug-06	1-Aug-20

managemysongs.com	21-Aug-06	22-Mar-20
managemysports.com	17-Aug-06	22-Mar-20
managemystorage.com	20-Jul-06	20-Jul-19
managemysummer.com	20-Jul-06	20-Jul-20
managemysustainability.com	8-Dec-09	8-Dec-19
managemytaxdocs.com	20-Jul-06	20-Jul-20
managemyteenager.com	1-Aug-06	1-Aug-20
managemytoddler.com	8-Dec-09	8-Dec-19
managemytools.com	1-Aug-06	1-Aug-20
managemytoys.com	23-Oct-07	23-Oct-19
managemytrip.com	17-Aug-06	13-May-20
managemytruck.com	1-Aug-06	1-Aug-20
managemyutilities.com	17-Aug-06	14-Feb-20
managemyvacaion.com	17-Aug-06	22-Mar-20
managemyvacaionhome.com	1-Aug-06	1-Aug-20
managemyvaluables.com	20-Jul-06	20-Jul-20
managemyvehicle.com	17-Aug-06	14-May-20
managemywallet.com	5-May-09	5-May-19
managemywarranties.com	20-Jul-06	20-Jul-20
managemyweddingceremony.com	7-Dec-09	7-Dec-19
managemyweddingplanning.com	7-Dec-09	7-Dec-19
managemyweekend.com	1-Aug-06	1-Aug-20
managemyweight.com	18-Jan-04	18-Jan-19
managemyweightloss.com	1-Aug-06	1-Aug-20
managemyyard.com	1-Aug-06	1-Aug-20
mangemysustainability.com	7-Dec-09	7-Dec-19
mangemytoddler.com	1-Aug-06	1-Aug-20
manysidesofme.com	9-Aug-10	9-Aug-20
manysidesofyou.com	1-Jul-10	1-Jul-20
mcx-delivery.com	22-May-14	22-May-20
mediagoto.com	3-Apr-02	3-Apr-20
meetthedumores.com	11-Apr-07	11-Apr-19
memomaison.ca	25-Mar-04	25-Mar-19
memomaison.com	28-Aug-06	5-Dec-18
metascale.biz	16-Feb-12	15-Feb-20
metascale.com	19-Jan-05	19-Jan-19
metascale.info	16-Feb-12	16-Feb-20
metascale.mobi	22-Feb-12	22-Feb-20
metascale.net	17-Jan-12	17-Jan-20
miamiaefactoryservice.com	2-Feb-10	2-Feb-20
miamiaeservices.com	2-Feb-10	2-Feb-20
militarykenmorewater.com	16-Nov-09	16-Nov-19
misscoolbeans.com	14-May-09	14-May-19
mmyh.ca	6-Apr-04	6-Apr-19
monarchappliance.com	4-Dec-14	4-Dec-18
monarchfl.com	8-May-15	8-May-19
monarchhome.com	26-Oct-08	26-Oct-19

monarchluxuryappliance.com	8-May-15	8-May-19
monarchluxuryappliances.com	8-May-15	8-May-19
monarkappliance.co	18-Nov-14	17-Nov-20
monarkapplianceco.com	4-Dec-14	4-Dec-18
monarkappliancecompany.com	4-Dec-14	4-Dec-18
monarkappliances.co	18-Nov-14	17-Nov-20
monarkappliances.com	4-Dec-14	4-Dec-18
monarkapplianceshowroom.com	4-Dec-14	4-Dec-18
monarkapplianceshowrooms.com	4-Dec-14	4-Dec-18
monarkaz.com	8-May-15	8-May-19
monarkca.com	8-May-15	8-May-19
monarkcares.com	21-Sep-15	21-Sep-19
monarkfl.com	8-May-15	8-May-19
monarkhome.com	4-Dec-14	4-Dec-18
monarkkitchen.com	4-Dec-14	4-Dec-18
monarkkitchenappliances.com	4-Dec-14	4-Dec-18
monarkkitchenshowroom.com	4-Dec-14	4-Dec-18
monarkkitchenshowrooms.com	4-Dec-14	4-Dec-18
monarklife.com	18-Nov-14	18-Nov-20
monarkliving.com	18-Nov-14	18-Nov-20
monarkluxuryappliance.co	18-Nov-14	17-Nov-20
monarkluxuryappliance.com	4-Dec-14	4-Dec-18
monarkluxuryappliances.co	18-Nov-14	17-Nov-20
monarkluxuryappliances.com	4-Dec-14	4-Dec-18
monarkpremiumappliance.co	18-Nov-14	17-Nov-20
monarkpremiumappliance.com	4-Dec-14	4-Dec-18
monarkpremiumappliances.co	18-Nov-14	17-Nov-20
monarkpremiumappliances.com	4-Dec-14	4-Dec-18
monarkshowroom.com	4-Dec-14	4-Dec-18
monarkshowrooms.com	4-Dec-14	4-Dec-18
monarksurvey.com	21-Sep-15	21-Sep-19
monarkusa.com	18-Mar-15	18-Mar-19
moneycantbuystyle.com	24-Nov-08	24-Nov-19
moregreenacrossamerica.com	8-Mar-10	8-Mar-20
morejobleads.com	9-Feb-09	9-Feb-19
morevaluesmorechristmas.com	12-Aug-09	12-Aug-21
morrowridge.com	25-May-07	25-May-19
movementmovement.com	17-Feb-13	17-Feb-20
movingpointssweeps.com	8-Jun-10	8-Jun-20
mowingacrossamerica.com	2-Feb-10	2-Feb-20
mrbluelight.xxx	6-Dec-11	6-Dec-20
mrscoolbeans.com	14-May-09	14-May-19
msegno.net	27-May-14	27-May-20
mxshc.com	17-Jan-14	17-Jan-20
myaaahome.com	15-Sep-05	15-Sep-19
mycountrywidehome.com	21-Sep-05	21-Sep-19
mydelver.com	13-Apr-08	13-Apr-20

mydelvers.com	10-Mar-10	10-Mar-20
mydiydisasterproject.com	27-May-10	27-May-20
myelectronicsmatchmaker.com	11-Jan-10	11-Jan-20
myfirstkenmore.com	13-May-10	13-May-20
myfriendspend.com	16-Jun-09	16-Jun-19
mygofer.com	4-Apr-04	4-Apr-19
my-gofer.com	6-Feb-08	6-Feb-19
mygofer.delivery	3-Feb-15	3-Feb-20
my-gofer.info	19-Apr-12	19-Apr-20
mygofer2go.com	26-Mar-09	26-Mar-19
mygoferatkmart.com	3-Dec-09	3-Dec-19
mygoferatsears.com	3-Dec-09	3-Dec-19
mygofers.com	12-May-06	12-May-20
mygoferservice.com	12-Apr-07	12-Apr-20
mygoferservicebureau.com	22-Sep-08	22-Sep-20
mygopher.com	28-Jan-99	28-Jan-19
mygopheratkmart.com	3-Dec-09	3-Dec-19
mygopheratsears.com	3-Dec-09	3-Dec-19
myimageessentials.com	12-Jun-15	12-Jun-19
mykitchendrawer.com	7-Jun-99	7-Jun-20
mykmart.com	14-May-99	14-May-19
my-kmart.com	11-Dec-04	11-Dec-18
myownredwood.com	19-Jan-08	19-Jan-20
myperfectwardrobe.com	29-Mar-07	29-Mar-19
myphotos.com	9-Apr-96	10-Apr-20
mysear.com	23-Nov-12	23-Nov-18
mysears.com	20-Nov-03	20-Nov-18
mysearscard.com	7-Aug-01	7-Aug-19
mysearsfitclub.com	11-May-10	11-May-20
mysearshc.com	9-Feb-05	9-Feb-19
mysearsholding.com	10-Feb-05	10-Feb-19
mysearsholdingco.com	10-Feb-05	10-Feb-19
mysearsholdings.com	9-Feb-05	9-Feb-19
mysearsholdingsco.com	9-Feb-05	9-Feb-19
mysearshome.com	15-Aug-06	5-Apr-20
mysearsmobile.com	8-Feb-16	8-Feb-20
mysearsoptical.com	3-Feb-04	3-Feb-19
mysearsreward.com	22-Jul-08	22-Jul-20
mysearsrewards.com	27-Jul-07	27-Jul-20
mysegno.co	27-May-14	26-May-20
mysegno.com	27-Mar-14	27-Mar-20
mysegno.org	27-May-14	27-May-20
myshccommunity.com	21-Mar-07	21-Mar-19
myshccommunity.net	29-Mar-07	29-Mar-20
myshccommunity.org	29-Mar-07	29-Mar-20
myshccomuninty.com	29-Mar-07	29-Mar-19
myshccomuninty.net	29-Mar-07	29-Mar-20

myshccomuninty.org	29-Mar-07	29-Mar-20
myshcommunity.com	29-Mar-07	29-Mar-19
myshcommunity.net	29-Mar-07	29-Mar-20
myshcommunity.org	29-Mar-07	29-Mar-20
myshcomunity.com	29-Mar-07	29-Mar-19
myshcommunity.net	29-Mar-07	29-Mar-20
myshcommunity.org	29-Mar-07	29-Mar-20
mytravelershomeguide.com	21-Aug-06	1-May-20
mywholehome.com	17-Aug-06	24-Apr-20
mywishbook.com	3-Aug-04	3-Aug-19
nationalclaimcenters.com	2-Feb-10	2-Feb-20
nationalclaimscenters.com	1-Feb-10	1-Feb-20
needitinstallednow.com	9-Feb-09	9-Feb-19
negativeandpositive.com	25-Apr-07	25-Apr-19
negative-and-positive.com	25-Apr-07	25-Apr-19
new-delivery.com	26-Apr-12	25-Apr-20
newdelvers.com	10-Mar-10	10-Mar-20
newsearscatalogue.com	6-Nov-08	6-Nov-20
newsearscatalogue.net	6-Nov-08	6-Nov-20
nexcom-delivery.com	26-Apr-12	25-Apr-20
northredwood.com	19-Jan-08	19-Jan-20
northwestterritory.com	5-Feb-01	5-Feb-19
nuestragente.com	8-Sep-98	7-Sep-19
offersears.com	26-Jan-12	26-Jan-20
offersears1.com	11-Sep-12	11-Sep-20
offersears10.com	17-Nov-14	17-Nov-20
offersears2.com	11-Sep-12	11-Sep-20
offersears3.com	11-Sep-12	11-Sep-20
offersears4.com	11-Sep-12	11-Sep-20
offersears5.com	17-Nov-14	17-Nov-20
offersears6.com	17-Nov-14	17-Nov-20
offersears7.com	17-Nov-14	17-Nov-20
offersears8.com	17-Nov-14	17-Nov-20
offersears9.com	17-Nov-14	17-Nov-20
offersywr.com	26-Jan-12	26-Jan-20
offersywr2.com	17-Nov-14	17-Nov-20
onestate.co	15-Oct-12	14-Oct-20
onlygn.com	11-Nov-09	11-Nov-19
opencountryapparel.com	10-Apr-00	10-Apr-20
opencountryboots.com	5-Apr-00	5-Apr-20
opencountrycasuals.com	10-Apr-00	10-Apr-20
opencountryshoes.com	5-Apr-00	5-Apr-20
orangeandblackfriday.com	17-Aug-12	17-Aug-20
originalpartsdirect.com	13-Jun-12	13-Jun-20
ourgreenfields.com	19-Jan-08	19-Jan-20
ownasears.com	15-Aug-11	15-Aug-19
ownasearsfranchise.com	26-May-08	26-May-19

ownasearsstore.com	15-Aug-11	15-Aug-19
ownasearstore.com	30-Aug-11	30-Aug-19
pacificbay.org	6-Jun-08	6-Jun-20
packupthepoints.com	8-Jun-10	8-Jun-20
parentpal.net	25-Sep-15	25-Sep-19
partneryourway.com	16-Nov-11	16-Nov-19
partsatsears.com	10-Jan-12	10-Jan-20
partsdirect.com	11-Jan-99	11-Jan-19
partsdirect.info	26-Jul-01	26-Jul-20
partsdirectstore.com	14-Mar-14	14-Mar-20
partsdirectstore-content.com	12-Aug-14	12-Aug-20
partsdirectstore-dev.com	14-Mar-14	14-Mar-20
partsdirectstore-test.com	14-Mar-14	14-Mar-20
partsinthemail.com	14-Nov-12	14-Nov-20
personalcatalogcloud.com	10-Jun-14	10-Jun-20
personalclothingadvisor.com	26-Oct-05	26-Oct-20
personalfitnessequipmentadvisor.com	26-Oct-05	26-Oct-20
personalgarageadvisor.com	26-Oct-05	26-Oct-20
personalhomedecoradvisor.com	26-Oct-05	26-Oct-20
personalhomefashionsadvisor.com	26-Oct-05	26-Oct-20
personalhomegymadvisor.com	26-Oct-05	26-Oct-20
personalhometheateradvisor.com	26-Oct-05	26-Oct-20
personalkitchenadvisor.com	26-Oct-05	26-Oct-20
personallaundryadvisor.com	26-Oct-05	26-Oct-20
personallaundryroomadvisor.com	26-Oct-05	26-Oct-20
personallawncareadvisor.com	26-Oct-05	26-Oct-20
personaloccasions.com	20-Oct-98	19-Oct-19
personal-occasions.com	20-Oct-98	19-Oct-19
personaloutfitadvisor.com	26-Oct-05	26-Oct-20
personalpatioadvisor.com	26-Oct-05	26-Oct-20
personalretailcloud.com	2-Sep-14	2-Sep-20
personalshopper.app	8-May-18	8-May-20
personaltireadvisor.com	26-Oct-05	26-Oct-20
personaltooladvisor.com	26-Oct-05	26-Oct-20
personaltractorandmoweradvisor.com	26-Oct-05	26-Oct-20
personalscatalogcloud.com	10-Jun-14	10-Jun-20
petboutiqueatsears.com	29-May-14	29-May-20
piperandblue.com	20-Feb-08	20-Feb-20
piperblue.com	20-Feb-08	20-Feb-20
placemysearsclaim.com	3-Apr-14	3-Apr-20
planmythings.com	1-Jun-09	1-Jun-19
playdateplace.com	4-Feb-11	4-Feb-19
policylogin.com	12-Apr-01	12-Apr-19
popupcollection.com	12-Dec-16	12-Dec-18
portraitpreview.com	25-Jun-97	24-Jun-20

positive-and-negative.com	25-Apr-07	25-Apr-19
power-ahead.com	17-Nov-17	17-Nov-19
powerahead-diehard.com	17-Nov-17	17-Nov-19
poweredahead.com	9-Nov-17	9-Nov-19
poweringahead.com	10-Oct-14	10-Oct-20
powersahead.com	9-Nov-17	9-Nov-19
premierbrandshowcase.com	25-Aug-15	25-Aug-19
premiumapplianceoutlet.com	21-Sep-10	21-Sep-20
premiumapplianceoutlet.net	21-Sep-10	21-Sep-20
premiumapplianceoutlet.org	21-Sep-10	21-Sep-20
premiumplumbingoutlet.com	25-Oct-10	25-Oct-19
premiumplumbingoutlet.net	25-Oct-10	25-Oct-19
premiumplumbingoutlet.org	25-Oct-10	25-Oct-19
primeroenlafamilia.com	12-Aug-09	12-Aug-21
primerohispanicheritagescholarship.co m	9-Sep-09	9-Sep-19
productfilters.com	10-Aug-12	10-Aug-20
productrepairservices.com	12-May-10	12-May-20
protegemvp.com	17-Dec-08	17-Dec-19
providerrecruitment.com	9-Feb-09	9-Feb-19
purchaseapplianceparts.com	11-Sep-07	11-Sep-19
rabutler.com	25-May-07	25-May-19
readysetholiday.com	28-Sep-06	28-Sep-19
reallifewardrobe.com	29-Mar-07	29-Mar-19
realwardrobe.com	29-Mar-07	29-Mar-19
redwoodfields.com	19-Jan-08	19-Jan-20
redysetholiday.com	28-Sep-06	28-Sep-19
refirgerator.parts	25-Jun-14	25-Jun-19
refrigeratorbrandparts.com	10-Aug-12	10-Aug-20
reimagineyourself.com	11-Jan-08	11-Jan-19
replacementmarketplace.com	3-Apr-09	3-Apr-19
replacementwindowsbysears.com	10-Sep-11	10-Sep-19
requestserviceslive.com	9-Feb-09	9-Feb-19
retireessears.com	28-Feb-01	28-Feb-19
returnin5.com	24-Sep-12	24-Sep-20
returnsflow.com	11-Sep-12	11-Sep-20
ridenss.com	26-Mar-09	26-Mar-20
roadhandler.com	30-Apr-96	1-May-19
roofingbysears.com	10-Sep-11	10-Sep-19
roomsforkidscatalog.com	9-Dec-03	9-Dec-18
sacportal.com	16-Nov-11	16-Nov-19
sacfranchise.com	15-Oct-09	15-Oct-19
saerhsc.com	28-Mar-18	28-Mar-20
safetraxfootwear.com	30-Dec-09	30-Dec-19
sanfranciscoappliancecontractors.com	14-Nov-12	14-Nov-20
sanfranciscoappliancepros.com	14-Nov-12	14-Nov-20

sanfranciscoappliancerepair247.com	14-Nov-12	14-Nov-20
sanfranciscoappliancerepairman.com	14-Nov-12	14-Nov-20
sanfranciscocontractorconnect.com	14-Nov-12	14-Nov-20
sanfranciscodoorrepair.com	14-Nov-12	14-Nov-20
sanfranciscohandymanpros.com	14-Nov-12	14-Nov-20
sanfranciscohomepaintingservices.co m	14-Nov-12	14-Nov-20
sanfranciscohomerepaircontractors.co m	14-Nov-12	14-Nov-20
sanfranciscohomerepairservices.com	14-Nov-12	14-Nov-20
sanfranciscorefrigeratorrepair.com	14-Nov-12	14-Nov-20
sanfranciscorepaircontractor.com	14-Nov-12	14-Nov-20
sanfranciscorepaircontractors.com	14-Nov-12	14-Nov-20
sanfranciscowasherdryerrepair.com	14-Nov-12	14-Nov-20
savvyflair.com	26-Jun-09	26-Jun-19
savvyshopconnect.com	14-May-09	14-May-19
savvyshoppersunite.com	14-May-09	14-May-19
sea.rs	6-Nov-09	6-Nov-18
sealscard.com	23-Nov-12	23-Nov-18
sear.com	24-Aug-98	23-Aug-20
searautocenter.com	24-May-08	24-May-19
searcad.com	6-Dec-12	6-Dec-18
searcanada.com	29-Dec-02	29-Dec-18
searcad.com	7-Mar-02	7-Mar-19
searcards.com	7-Feb-03	7-Feb-19
searchgrip.com	29-Sep-10	29-Sep-20
searcommercial.com	23-Nov-12	23-Nov-18
searcommercialparts.com	23-Nov-12	23-Nov-18
searcredit.com	17-Jul-03	17-Jul-19
searcreditscore.com	6-Aug-09	6-Aug-19
searcreditscores.com	6-Aug-09	6-Aug-19
seaessential.com	9-Dec-04	9-Dec-18
seaessentials.com	9-Dec-04	9-Dec-18
searfinancial.com	23-Nov-12	23-Nov-18
seargaragedoor.com	23-Oct-07	23-Oct-19
seargaragedoors.com	21-Sep-07	21-Sep-19
seargrand.com	7-Apr-03	7-Apr-19
searhardwarestores.com	23-Nov-12	23-Nov-18
searhomeimprovements.com	8-Dec-12	8-Dec-18
searhometownstores.com	23-Nov-12	23-Nov-18
searmastercardsolutions.com	7-Dec-12	7-Dec-18
searoulet.com	16-Oct-12	16-Oct-20
searoutlet.com	27-Nov-05	27-Nov-19
searoutletstore.com	16-Oct-12	16-Oct-20
searportraitstudio.com	9-Dec-02	9-Dec-18
sears.biz	27-Mar-02	26-Mar-20
sears.cleaning	9-Jun-14	9-Jun-19

sears.clothing	5-Feb-14	5-Feb-20
sears.co.il	16-Mar-09	17-Mar-19
sears.co.nz	12-Apr-11	11-Apr-19
sears.com	19-Feb-92	20-Feb-20
sears.com.pl	8-Jul-10	8-Jul-19
sears.com.pr	3-May-10	3-May-20
sears.com.ro	1-Jan-96	1-Jun-19
sears.com.tr	11-Apr-11	10-Apr-19
sears.com.tw	11-Apr-11	11-Apr-19
sears.contractors	10-Feb-14	10-Feb-19
sears.coupons	17-Aug-15	17-Aug-20
sears.credit	8-Jan-15	8-Jan-20
sears.creditcard	8-Jan-15	8-Jan-20
sears.deals	22-Sep-14	22-Sep-19
sears.delivery	3-Feb-15	3-Feb-20
sears.discount	19-Aug-14	19-Aug-19
sears.do	12-Oct-10	12-Oct-20
sears.enterprises	17-Feb-14	17-Feb-19
sears.eu	29-Oct-06	29-Oct-20
sears.fashion	10-Apr-15	10-Apr-20
sears.fi	5-Nov-10	5-Nov-20
sears.finance	3-Sep-14	3-Sep-19
sears.financial	8-Jan-15	8-Jan-20
sears.florist	1-Apr-14	1-Apr-19
sears.gifts	4-Nov-14	4-Nov-19
sears.gr	10-Oct-10	9-Oct-20
sears.holdings	24-Jun-15	24-Jun-19
sears.info	31-Jul-01	30-Jul-20
sears.je	31-Dec-00	31-Dec-18
sears.jobs	15-Sep-05	15-Sep-19
sears.kitchen	10-Feb-14	10-Feb-19
sears.mobi	15-Jun-06	15-Jun-20
sears.name	9-Jan-02	15-Jan-19
sears.ph	8-Oct-10	7-Oct-20
sears.photography	3-Feb-14	3-Feb-19
sears.plumbing	5-Feb-14	5-Feb-20
sears.pr	11-Aug-10	11-Aug-19
sears.ro	1-Jan-96	1-Jun-19
sears.services	1-Jul-14	1-Jul-19
sears.shoes	24-Feb-14	24-Feb-19
sears.support	19-Mar-14	18-Mar-19
sears.technology	26-Jan-15	26-Jan-19
sears.tienda	27-May-14	27-May-19
sears.tools	8-Jan-15	8-Jan-19
sears.tt	19-Oct-10	19-Oct-21

sears.tv	4-Sep-06	4-Sep-20
sears.us	16-May-02	15-May-19
sears.vacations	19-May-14	19-May-19
sears.website	7-Jul-16	7-Jul-19
sears.xn--ses554g	5-Jan-15	5-Nov-19
sears2go.com	22-Sep-08	22-Sep-20
sears88.com	22-Nov-02	22-Nov-18
searsabd.com	24-Jan-07	24-Jan-20
searsac.com	25-Oct-02	25-Oct-20
searsacandheating.com	21-Sep-11	21-Sep-19
searsacrd.com	21-Jul-12	21-Jul-20
searsadvantage.ca	6-Apr-18	6-Apr-20
searsadvantage.com	15-Nov-12	15-Nov-20
searsadvantage.info	15-Nov-12	15-Nov-20
searsairductcleaning.ca	21-May-04	21-May-19
searsairductcleaning.com	31-Jul-00	31-Jul-19
searsalliance.com	29-May-18	29-May-20
searsallthingsautomotive.info	3-Apr-12	3-Apr-19
searsallthingsautomotive.net	3-Apr-12	3-Apr-19
searsallthingsautomotive.org	3-Apr-12	3-Apr-19
searsamericandream.com	5-Aug-03	5-Aug-19
searsamericandreamcampaign.com	11-Feb-03	11-Feb-20
searsamericanhomeowner.com	6-Apr-04	6-Apr-20
searsandrobuck.com	29-Dec-02	29-Dec-18
searsapplaincerepairservice.com	21-Jul-10	21-Jul-20
searsappliance.com	6-Mar-99	6-Mar-19
sears-appliance.com	27-Apr-09	27-Apr-20
searsappliance.org	18-Apr-13	18-Apr-19
searsapplianceoutlet.com	9-Nov-05	9-Nov-20
searsapplianceparts.com	26-Apr-01	26-Apr-19
searsappliancerepair.biz	27-Apr-09	26-Apr-20
sears-appliance-repair.com	24-Jun-14	24-Jun-19
searsappliancerepair.info	27-Apr-09	27-Apr-20
searsappliancerepair.org	27-Apr-09	27-Apr-20
searsappliancerepairservice.com	23-Jul-10	23-Jul-20
searsappliances.ca	6-Apr-18	6-Apr-20
searsappliances.com	5-Mar-99	5-Mar-19
searsapplianceshowroom.com	20-Apr-09	20-Apr-19
searsapplianceshowrooms.com	18-Mar-09	18-Mar-19
searsapplicancerepair.com	5-Jun-12	5-Jun-20
searsarchives.com	12-Apr-02	12-Apr-19
searsarena.com	22-Feb-06	22-Feb-20
searsarrivelounge.biz	11-Aug-09	10-Aug-19
searsarrivelounge.com	5-Jun-09	5-Jun-19
searsarrivelounge.net	11-Aug-09	11-Aug-21
searsassociatefeedback.com	24-Mar-17	24-Mar-19
searsassoicateinterview.com	24-Mar-17	24-Mar-19

searsathome.com	2-Dec-02	2-Dec-18
searsatriumfeedback.com	5-Jun-13	5-Jun-19
searsautlet.com	5-Feb-12	5-Feb-19
searsauto.com	1-Sep-99	1-Sep-20
searsauto.info	14-Mar-14	14-Mar-20
searsauto.jobs	15-Sep-05	15-Sep-19
searsautocenter.com	23-Jan-05	23-Jan-20
searsautocenterfranchise.com	8-Oct-09	8-Oct-19
searsautocenterofdavenport.com	22-Mar-11	22-Mar-19
searsautocenterofeastwindsor.com	22-Mar-11	22-Mar-19
searsautocenterofhopewell.com	22-Mar-11	22-Mar-19
searsautocenteroflandsdale.com	22-Mar-11	22-Mar-19
searsautocenterofmiddletown.com	22-Mar-11	22-Mar-19
searsautocenterofpinellasparc.com	22-Mar-11	22-Mar-19
searsautocenterofrichmond.com	22-Mar-11	22-Mar-19
searsautocenteroftaylor.com	22-Mar-11	22-Mar-19
searsautocenterofwarren.com	22-Mar-11	22-Mar-19
searsautocenterofwestchicago.com	22-Mar-11	22-Mar-19
searsautocenterreply.com	16-Dec-10	16-Dec-19
searsautocenters.com	1-Sep-99	1-Sep-19
searsautocommercial.com	6-Apr-10	6-Apr-20
searsautofeedback.com	23-Jan-13	23-Jan-19
searsautofranchise.com	15-Oct-09	15-Oct-19
searsautomotive.com	24-Jul-02	24-Jul-20
searsautomotiveaccessories.com	25-Oct-01	25-Oct-19
searsautomotivecatalog.com	17-Feb-00	17-Feb-19
searsautomotivecenter.com	16-Sep-05	16-Sep-19
searsautopart.com	23-Nov-12	23-Nov-18
searsautoparts.com	1-Sep-99	1-Sep-19
searsautoreply.com	29-Jun-11	29-Jun-19
searsbabyregistry.com	17-Jun-09	17-Jun-20
searsbath.com	7-Sep-11	7-Sep-20
searsbathremodeling.com	10-Sep-11	10-Sep-19
searsbc.com	23-Feb-09	23-Feb-19
searsbestcustomer.com	13-Nov-08	13-Nov-20
searsbigandtall.com	22-Jan-01	22-Jan-20
searsbigswitch.com	26-Apr-10	26-Apr-20
searsbigtall.com	27-Nov-02	27-Nov-18
searsbill.com	5-Jun-00	5-Jun-19
searsbillionpoints.com	1-Jun-10	1-Jun-20
searsblackhistory.com	9-Jan-03	9-Jan-19
searsblinds.com	2-Jul-13	2-Jul-19
searsblueappliancecrew.com	1-Dec-08	1-Dec-18
searsbluebloggercrew.com	3-Feb-11	3-Feb-19
searsblueclimatecrew.com	24-Oct-08	24-Oct-20
searsbluecrew.com	3-Nov-08	3-Nov-20
searsbluecrew.tv	23-Nov-10	23-Nov-20

searsbluecrewcontest.ca	23-May-18	23-May-20
searsbluecrewcontest.com	1-Jun-18	1-Jun-20
searsbluecrewheadquarters.com	13-Jan-10	13-Jan-20
searsbluecrewhq.com	13-Jan-10	13-Jan-20
searsbluecrewhq.tv	23-Nov-10	23-Nov-20
searsbluehq.com	13-Jan-10	13-Jan-20
searsbluepowercrew.com	20-Oct-08	20-Oct-20
searsblueservice.com	24-Mar-09	24-Mar-19
searsblueservicecrew.com	23-Feb-09	23-Feb-19
searsblueservicescrew.com	23-Feb-09	23-Feb-19
searsbook.com	20-Nov-06	20-Nov-19
searsbrandcentral.com	24-Apr-99	24-Apr-20
searsbrandcentral.net	17-Aug-01	17-Aug-19
searsbrands.com	14-Jan-03	14-Jan-20
searsbsc.com	23-Feb-09	23-Feb-19
searsbusinessgiftcards.com	20-Apr-10	20-Apr-20
searsbuyerprotection.com	1-May-09	1-May-19
searscabinetrefacing.com	10-Sep-11	10-Sep-19
searscadr.com	21-Jul-12	21-Jul-20
searscal.com	30-Oct-02	30-Oct-20
searscallcenterjobs.net	5-Mar-14	5-Mar-20
searscalls.com	14-Aug-07	14-Aug-20
searscanadacharitablefoundation.com	13-Jun-18	13-Jun-20
searscanadafoundation.com	13-Jun-18	13-Jun-20
searscard.com	22-Apr-99	22-Apr-19
sears-card.com	3-Jul-02	3-Jul-19
searscardcomm.com	16-Jun-16	16-Jun-20
searscarddd.com	15-Jul-12	15-Jul-20
searscardrewards.com	16-Oct-06	20-Oct-20
searscards.com	16-Jul-03	16-Jul-20
searscares.com	4-Mar-09	4-Mar-19
searsscarf.com	21-Jul-12	21-Jul-20
searscarpet.com	22-Jun-98	21-Jun-19
searscarpetandairductcleaning.com	18-Dec-03	18-Dec-19
searscarpetandductcleaning.com	18-Dec-03	18-Dec-19
searscarpetandupholstery.com	23-Oct-06	23-Oct-20
searscarpetandupholsterycare.com	18-Dec-03	18-Dec-19
searscarpetandupholsterycleaning.co m	18-Dec-03	18-Dec-19
searscarpetanduphostery.com	18-Oct-06	18-Oct-20
searscarpetcare.com	19-May-00	19-May-19
searscarpetcleaning.com	22-Apr-99	22-Apr-19
searscatalog.com	3-Sep-98	2-Sep-19
searscatalog.net	23-Oct-08	23-Oct-20
searscataloge.com	16-Sep-05	16-Sep-19
searscatalogs.com	27-Sep-00	27-Sep-20

searscatalogue.com	2-Dec-06	2-Dec-18
searscatalogue.net	23-Oct-08	23-Oct-20
searscatd.com	15-Jul-12	15-Jul-20
searscatlog.com	29-Dec-02	29-Dec-18
searscenter.com	15-Apr-05	15-Apr-20
searscenterarena.com	22-Oct-06	22-Oct-19
searscentral.com	21-Jan-03	21-Jan-19
searscentre.com	31-Jan-05	31-Jan-20
searscentrearena.com	9-Mar-06	9-Mar-20
searscharge.com	29-Dec-02	29-Dec-19
searscharities.com	24-Jul-13	24-Jul-19
searschefchallenge.com	6-Apr-10	6-Apr-20
searschicagohistory.com	14-May-01	14-May-19
searschoiceawards.com	10-May-04	10-May-19
searschoicerewards.com	16-Jul-01	16-Jul-19
searschoices.com	17-Jun-10	17-Jun-20
searsclean.ca	6-Apr-18	6-Apr-20
searsclean.com	9-Feb-04	9-Feb-19
searscleaning.com	23-Sep-99	23-Sep-19
searscleaningservices.com	18-Oct-06	18-Oct-20
searsclearance.com	25-Jun-04	25-Jun-20
searsclothesdryerventcleaning.com	18-Oct-06	18-Oct-20
searsclothing.ca	6-Apr-18	6-Apr-20
searsclothing.com	22-Apr-99	22-Apr-20
searsclub.com	13-Jun-18	13-Jun-20
searscollector.com	29-Jun-11	29-Jun-19
searscollege.com	26-Jun-06	26-Jun-20
searscom.com	30-Nov-00	30-Nov-18
searscomfort.com	8-Jun-10	8-Jun-20
searscommerceservices.com	21-Feb-12	21-Feb-20
searscommercial.com	28-Sep-04	28-Sep-19
searscommercialfitness.com	15-Feb-10	15-Feb-20
searscommercialfootwear.com	30-Dec-09	30-Dec-19
searscommercialmarketplace.com	30-Oct-09	30-Oct-19
searscommercialpart.com	23-Nov-12	23-Nov-18
searscommercialparts.com	14-Apr-08	14-Apr-20
searscommercialpro.com	14-Apr-11	14-Apr-19
searscommercials.com	23-Nov-12	23-Nov-18
searscommercialweatherization.com	7-Oct-09	7-Oct-19
searscomplaints.biz	2-Mar-09	1-Mar-20
searscomplaints.com	2-Mar-09	2-Mar-20
searscomplaints.info	2-Mar-09	2-Mar-20
searscomplaints.net	2-Mar-09	2-Mar-20
searscomplaints.org	2-Mar-09	2-Mar-20
searscomplaints.us	2-Mar-09	1-Mar-20
searsconcierge.ca	18-Apr-18	18-Apr-20
searsconnect.com	5-May-00	5-May-20

searsconnectlongdistance.com	24-Jul-03	24-Jul-19
searsconnectwireless.com	24-Jul-03	24-Jul-19
searscontractor.com	4-Jun-07	4-Jun-19
searscontractors.com	4-Jun-07	4-Jun-19
searscontractsales.com	17-Jul-04	17-Jul-19
searscontrelecancer.ca	6-Apr-18	6-Apr-20
searscore.com	16-Jan-13	16-Jan-19
searscorp.com	27-Oct-04	27-Oct-19
searscorporatecard.com	2-Sep-16	2-Sep-20
searscorporategiftcards.com	27-Oct-10	27-Oct-20
searscoupon.com	9-Jul-08	9-Jul-20
searscreditcard.com	6-Dec-12	6-Dec-18
searscreditscore.com	16-Jan-13	16-Jan-19
searscredit.com	12-Apr-00	12-Apr-20
sears-credit.com	17-Jul-03	17-Jul-19
searscreditcard.com	14-Nov-02	14-Nov-19
searscreditcard.info	21-Jul-08	20-Jul-19
searscreditcard-online.com	19-May-16	19-May-20
searscreditcenter.com	5-Sep-08	5-Sep-20
searscreditreport.com	16-Jan-13	16-Jan-19
searscreditscore.com	6-Aug-09	6-Aug-19
searscreditscore.net	6-Aug-09	6-Aug-19
searscreditscore.org	6-Aug-09	6-Aug-19
searscreditscores.com	6-Aug-09	6-Aug-19
searscreditscores.net	6-Aug-09	6-Aug-19
searscreditscores.org	6-Aug-09	6-Aug-19
searscrushmystyle.com	31-Mar-10	31-Mar-20
searscrushurstyle.com	10-May-10	10-May-20
searscrushyourstyle.com	6-May-10	6-May-20
searscustomcabinetrefacing.com	10-Sep-11	10-Sep-19
searscustomkitchenremodeling.com	10-Sep-11	10-Sep-19
searscustommeasuredwindows.com	10-Sep-11	10-Sep-19
searscustomwindowcoverings.ca	6-Apr-18	6-Apr-20
searsdealer.com	9-Sep-04	9-Sep-20
searsdealerflyer.com	1-Sep-06	1-Sep-19
searsdealers.com	28-May-02	28-May-20
searsdealerstores.biz	16-Nov-01	18-Nov-20
searsdealerstores.com	10-Feb-99	10-Feb-19
searsdecking.ca	6-Apr-18	6-Apr-20
searsdecking.com	6-Apr-18	6-Apr-20
searsdelivery.ca	6-Apr-18	6-Apr-20
sears-delivery.com	23-Apr-13	23-Apr-19
sears-delivery-api.com	24-Oct-12	24-Oct-20
searsdental.com	18-Jun-01	18-Jun-20
searsdental.mobi	26-Sep-06	26-Sep-20
searsdentalcenter.com	29-May-09	29-May-20
searsdepartmentstore.com	9-Jan-02	9-Jan-20

searsdeptstore.com	6-Aug-08	6-Aug-20
searsdeviceprotection.com	11-Dec-14	11-Dec-18
searsdiehard.com	18-Jun-99	18-Jun-20
searsdigital.com	11-Oct-01	11-Oct-19
searsdigitalad.com	21-Apr-11	21-Apr-19
searsdirect.com	29-Nov-02	29-Nov-18
searsdiscounttiresandautosupplies.co m	30-Oct-09	30-Oct-19
searsdiy.com	10-Jan-12	10-Jan-20
searsdoordesigner.com	16-Mar-09	16-Mar-19
searsdoors.com	6-Feb-13	6-Feb-19
searsdrivingschool.com	30-Sep-98	29-Sep-19
sears-drivingsschool.com	4-Mar-98	3-Mar-20
searsdrivingschools.com	5-Jan-00	5-Jan-19
searsdrivingschools.mobi	26-Sep-06	26-Sep-20
searsdryerventcleaning.com	18-Oct-06	18-Oct-20
searsduct.com	28-Mar-17	28-Mar-19
searsductcleaning.ca	21-May-04	21-May-19
searsductcleaning.com	25-Apr-02	25-Apr-20
searseasypay.com	17-Jun-10	17-Jun-20
sears-eco.com	8-Jun-10	8-Jun-20
searsecommercejobs.com	10-Jul-13	10-Jul-19
searsecuador.com	22-Feb-99	22-Feb-19
searsefficientwindows.com	10-Sep-11	10-Sep-19
searselectronics.ca	6-Apr-18	6-Apr-20
searselectronics.com	31-Jul-07	31-Jul-19
searselements.com	21-Jan-03	21-Jan-19
searsenespanol.com	2-Jul-02	2-Jul-19
searsentryandstormdoors.com	10-Sep-11	10-Sep-19
searsentrydoors.com	10-Sep-11	10-Sep-19
sears-eparts.com	28-Mar-00	28-Mar-19
searsepersonaltraining.com	4-Jan-11	4-Jan-19
searservices.com	21-Feb-12	21-Feb-20
searsessential.com	9-Dec-04	9-Dec-18
searsessentials.com	9-Dec-04	9-Dec-18
searsessentialstogo.com	17-Jun-05	17-Jun-19
searseveryday.com	17-Sep-04	17-Sep-20
searsexpress.com	21-Jan-03	21-Jan-19
searsextremeproducts.com	5-Jul-06	5-Jul-20
searseyecare.com	20-Feb-08	20-Feb-19
searsfacescancer.ca	6-Apr-18	6-Apr-20
searsfacescancer.com	6-Apr-18	6-Apr-20
searsfacingcancer.ca	6-Apr-18	6-Apr-20
searsfamilycentral.com	21-Jan-03	21-Jan-19
searsfashionoutlet.com	2-Mar-10	2-Mar-20
searsfashions.com	20-Jun-11	20-Jun-19
searsfcraclassaction.com	7-Feb-13	7-Feb-20

searsfeedback.com	28-Aug-06	28-Aug-20
sears-feedback.com	30-Jul-11	30-Jul-19
searsfeedback-help.com	13-Jun-08	13-Jun-20
searsfinancial.ca	24-Feb-10	24-Feb-20
searsfinancial.com	1-Dec-00	1-Dec-18
searsfinancialservices.com	13-Jun-18	13-Jun-20
searsfinejewelryrepair.com	27-May-11	27-May-19
searsfitclub.com	24-Mar-10	24-Mar-20
searsfitnessexperience.com	11-May-10	11-May-20
searsfloor.com	13-Jun-18	13-Jun-20
searsfloorcare.com	19-May-00	19-May-19
searsflooring.com	13-Jun-18	13-Jun-20
searsfloors.ca	25-Apr-18	25-Apr-20
searsflowers.com	4-Aug-98	3-Aug-19
searsfootball09.com	7-Aug-09	7-Aug-19
searsfootballchallenge.com	13-Aug-07	13-Aug-19
searsfootballexperience.com	7-Aug-09	7-Aug-19
searsfootballtour.com	7-Aug-09	7-Aug-19
searsfoundation.com	13-Jun-18	13-Jun-20
searsfranchise.com	3-Apr-08	3-Apr-20
searsfranchisebusiness.com	20-Aug-08	20-Aug-20
searsfranchises.com	26-May-08	26-May-19
searsfranchising.com	20-Aug-08	20-Aug-20
sears-games.com	28-Apr-06	28-Apr-20
searsgarage.com	4-Oct-09	4-Oct-19
searsgaragedoor.com	23-Apr-07	23-Apr-19
sears-garagedoor.com	24-Mar-11	24-Mar-19
searsgaragedoorinstaller.com	16-Mar-09	16-Mar-19
searsgaragedoorinstallation.com	29-Dec-05	29-Dec-18
searsgaragedooropener.com	23-Apr-07	23-Apr-19
searsgaragedooropeners.com	29-Dec-05	29-Dec-18
searsgaragedoorrepair.com	29-Dec-05	29-Dec-18
sears-garagedoor-repairs.com	24-Mar-11	24-Mar-19
searsgaragedoors.com	29-Dec-05	29-Dec-18
sears-garagedoors.com	24-Mar-11	24-Mar-19
searsgaragedoors.net	18-Apr-08	18-Apr-19
searsgaragedoorsandmore.com	29-Dec-05	29-Dec-18
searsgaragedoorservice.com	29-Dec-05	29-Dec-18
searsgarages.com	9-Sep-10	9-Sep-20
searsgardencenter.com	30-Mar-00	30-Mar-19
searsgargedoors.com	23-Nov-12	23-Nov-18
searsgiftcard.com	20-Mar-00	20-Mar-20
searsgiftcard.net	17-May-01	17-May-19
searsgiftregistry.com	13-Aug-03	13-Aug-20
searsgifts.com	16-Nov-01	16-Nov-19
searsglobalsourcing.com	4-Apr-14	4-Apr-20
searsglobaltech.com	17-Nov-11	17-Nov-19

searsglobaltechnology.com	17-Nov-11	17-Nov-19
searsgnn.com	12-Jan-09	12-Jan-19
searsgold.com	2-Dec-02	2-Dec-19
searsgoodlifegreatprice.com	29-Apr-03	29-Apr-19
searsgrand.com	21-Jan-03	21-Jan-19
searsgrand.net	7-Apr-03	7-Apr-19
searsgrand.org	7-Apr-03	7-Apr-19
searsgrande.com	7-Apr-03	7-Apr-19
searsgreatindoors.com	16-Sep-05	16-Sep-19
searsgreatkitchens.com	7-Jan-00	7-Jan-20
searshandyhelper.com	5-Dec-12	5-Dec-18
searshandyman.com	29-Jun-11	29-Jun-20
searshandymanexperts.com	5-Dec-12	5-Dec-18
searshandymansolutions.com	5-Dec-12	5-Dec-18
searshardware.com	15-May-00	15-May-19
searshardware.net	5-May-98	4-May-19
searshardware.org	5-May-98	4-May-19
searshardwarefeedback.com	30-Mar-09	30-Mar-20
searshardwarestore.com	23-Nov-12	23-Nov-18
searshardwarestores.com	20-Jan-10	20-Jan-20
searshardwoodfloorcleaning.com	26-Oct-11	26-Oct-20
searshas.com	10-Sep-09	10-Sep-19
searshasparts.com	10-Jan-12	10-Jan-20
searshc.ai	16-Jul-18	16-Jul-20
searshc.co.il	28-Apr-09	28-Apr-19
searshc.com	17-Feb-05	17-Feb-19
searshc.net	17-Feb-05	17-Feb-19
searshc-il.com	27-Apr-09	27-Apr-19
searsheadquarters.com	7-Mar-08	7-Mar-19
searshealthandwellness.com	11-Dec-01	11-Dec-19
searshearing.com	16-Jul-02	16-Jul-20
searshearing.mobi	26-Sep-06	26-Sep-20
searsheating.ca	6-Apr-18	6-Apr-20
searsheatingandac.com	10-Sep-11	10-Sep-19
searsheatingandair.com	21-Mar-01	21-Mar-20
searsheatingandairconditioning.com	21-Mar-01	21-Mar-20
searsheatingandcooling.ca	6-Apr-18	6-Apr-20
searsheatingandcooling.com	21-Mar-01	21-Mar-20
searsheatingandcoolingexperts.com	10-Sep-11	10-Sep-19
searsheatingandcoolingrepair.com	21-Sep-11	21-Sep-19
searsheatingandcoolingservice.com	10-Sep-11	10-Sep-19
searsheating-coolingatlanta.com	18-Jan-11	18-Jan-19
searsheating-coolingbaltimore.com	18-Jan-11	18-Jan-19
searsheating-coolingchicago.com	20-Jun-13	20-Jun-19
searsheating-coolingdallas.com	20-Jan-11	20-Jan-19
searsheating-coolinghouston.com	18-Jan-11	18-Jan-19
searsheating-coolingnj.com	27-Jan-11	27-Jan-19

searsheating-coolingrichmond.com	20-Jun-13	20-Jun-19
searsheating-coolingsacramento.com	20-Jun-13	20-Jun-19
searshld.com	22-Mar-05	22-Mar-20
searsho.com	31-Jul-12	31-Jul-20
sears-holding.com	5-Sep-11	5-Sep-19
searsholdingcorporation.com	15-Apr-08	15-Apr-19
searsholdingllc.com	18-Jul-12	18-Jul-19
searsholdings.co.il	25-Mar-09	25-Mar-19
sears-holdings.co.il	25-Mar-09	25-Mar-19
searsholdings.com	17-Nov-04	17-Nov-19
searsholdings.in	4-Sep-09	4-Sep-19
searsholdings.jobs	15-Sep-05	15-Sep-19
searsholdingsalumni.com	22-Jun-09	22-Jun-19
searsholdingsarchives.com	22-Jun-07	22-Jun-17
searsholdingsindia.co.in	30-Jan-17	30-Jan-19
searsholdingsindia.com	4-Sep-09	4-Sep-19
searsholdingsindia.in	30-Jan-17	30-Jan-19
searsholdingsisrael.com	16-Mar-09	16-Mar-19
searsholiday.com	7-Jul-06	7-Jul-20
searshome.com	6-Feb-99	6-Feb-19
searshome101.com	6-Apr-04	6-Apr-20
searshomeandlife.com	30-Aug-18	30-Aug-20
searshomeappliancecenter.com	2-Apr-09	2-Apr-19
searshomeapplianceshowroom.com	2-Apr-09	2-Apr-19
searshomeapplianceshowrooms.com	23-Apr-09	23-Apr-19
searshomeapplianceshowrooms.com	20-Jan-16	20-Jan-20
searshomecenter.com	2-Nov-98	1-Nov-19
sears-homecenter.com	2-Nov-98	1-Nov-19
searshomecentral.com	23-Jul-97	22-Jul-20
searshomecentral.net	5-May-98	4-May-19
searshomecentral.org	5-May-98	4-May-19
searshomecentralheatingandairconditi oning.com	21-Mar-01	21-Mar-20
searshomecentralheatingandcooling.c om	21-Mar-01	21-Mar-20
searshomecentralhvac.com	21-Mar-01	21-Mar-20
searshomeconnect.com	14-Jun-99	14-Jun-20
searshomeconnection.com	23-Mar-00	23-Mar-20
searshomefurniture.com	8-Jun-09	8-Jun-20
searshomehealthcare.com	16-Sep-99	16-Sep-20
searshomeimprovements.ca	18-Apr-18	18-Apr-20
searshomemaintenance.com	6-Apr-04	6-Apr-20
searshomemaintenancesolutions.com	5-Dec-12	5-Dec-18
searshomerepair.com	29-Jun-04	29-Jun-20
searshomerepair101.com	6-Apr-04	6-Apr-20

searshomes.com	8-Apr-09	8-Apr-19
searshomesecurity.ca	6-Apr-18	6-Apr-20
searshomeservice.com	21-Jun-00	21-Jun-20
searshomeservicehomewarranty.com	3-Jun-14	3-Jun-20
searshomeservices.com	16-Jun-06	16-Jun-20
sears-home-services.com	11-Jul-11	11-Jul-19
searshomeservices.io	12-Mar-15	12-Mar-20
searshomeservicesbathrooms.com	1-Nov-11	1-Nov-19
searshomeservicescabinets.com	1-Nov-11	1-Nov-19
searshomeservicescountertops.com	1-Nov-11	1-Nov-19
searshomeservicesdoors.com	1-Nov-11	1-Nov-19
searshomeservicesflooring.com	10-Sep-11	10-Sep-19
searshomeservicesheatingandcooling.com	1-Nov-11	1-Nov-19
searshomeserviceshomewarranty.com	5-May-14	5-May-20
searshomeserviceskitchens.com	1-Nov-11	1-Nov-19
searshomeserviceswindows.com	10-Sep-11	10-Sep-19
searshometownandoutlet.com	6-Jun-12	6-Jun-20
searshometownfeedback.com	30-Mar-09	30-Mar-20
searshometownstore.com	8-Jun-10	8-Jun-20
searshometownstores.com	1-Dec-08	1-Dec-18
searshomewarranty.com	27-Apr-11	27-Apr-19
searshomewarrantyplan.com	14-May-14	14-May-20
searshopyourwayreward.com	7-Aug-09	7-Aug-19
searshousekeeping.com	26-Sep-13	26-Sep-19
searshts.com	10-Sep-09	10-Sep-19
searshvac.ca	6-Apr-18	6-Apr-20
searshvac.com	5-Jun-00	5-Jun-19
searshvac.org	5-Jun-00	5-Jun-19
searshwp.com	10-Jun-04	10-Jun-20
searsimprovements.com	12-Mar-12	12-Mar-20
searsindia.co.in	18-Jan-16	18-Jan-20
searsinsulatedgaragedoor.com	29-Dec-05	29-Dec-18
searsinsuranceservices.com	28-Sep-05	28-Sep-19
searsintranet.com	23-Jun-07	23-Jun-19
searsinvestments.com	12-Jan-12	12-Jan-19
searsipmanagement.com	14-Jan-03	14-Jan-20
searsir.com	29-Jan-13	29-Jan-19
searsisrael.com	16-Mar-09	16-Mar-19
sears-israel.com	16-Mar-09	16-Mar-19
searsjewelry.com	17-Feb-00	17-Feb-19
searsjewelryandwatchrepair.com	27-May-11	27-May-19
searsjewelrycare.com	27-May-11	27-May-19
searsjewelrycareplan.com	27-May-11	27-May-19
searsjewelryrepair.com	27-May-11	27-May-19
searskenmore.com	28-Aug-03	28-Aug-20

searskidroom.com	2-Mar-06	2-Mar-20
searskids.com	24-Nov-02	24-Nov-18
searskidsroom.com	17-Nov-02	17-Nov-20
searskitchenremodeling.com	10-Sep-11	10-Sep-19
sears-kmartbeca.com	9-Sep-09	9-Sep-19
sears-kmart-beca.com	9-Sep-09	9-Sep-19
sears-kmartsscholarship.com	9-Sep-09	9-Sep-19
sears-kmart-scholarship.com	9-Sep-09	9-Sep-19
searslab.com	13-Sep-02	13-Sep-20
searslab1.com	9-Jun-14	9-Jun-20
searslabs.com	16-May-00	16-May-20
searslandsend.com	19-Jan-08	19-Jan-19
searslayaway.com	16-Sep-10	16-Sep-20
searsleatherconnection.com	22-Jan-01	22-Jan-19
searslink2life.com	26-Oct-11	26-Oct-20
searslink2life.net	26-Oct-11	26-Oct-20
searslink2life.org	26-Oct-11	26-Oct-20
searslinktolife.com	26-Oct-11	26-Oct-20
sears-link-to-life.com	26-Oct-11	26-Oct-20
searslinktolife.net	26-Oct-11	26-Oct-20
sears-link-to-life.net	26-Oct-11	26-Oct-20
searslinktolife.org	26-Oct-11	26-Oct-20
sears-link-to-life.org	26-Oct-11	26-Oct-20
searslocal.com	22-Feb-12	22-Feb-20
searslocalad.com	21-Apr-11	21-Apr-19
searslock.com	3-Oct-13	3-Oct-19
searsloyaltyrewards.ca	6-Apr-18	6-Apr-20
searsmaid.com	26-Sep-13	26-Sep-19
searsmaids.com	10-Dec-13	10-Dec-19
searsmaidservice.com	26-Sep-13	26-Sep-19
searsmaidservices.com	26-Sep-13	26-Sep-19
searsmaidsolutions.com	26-Sep-13	26-Sep-19
searsmanagemyaccount.com	20-Jul-06	20-Jul-20
searsmanagemyantiques.com	20-Jul-06	20-Jul-19
searsmanagemyattic.com	20-Jul-06	20-Jul-19
searsmanagemyauto.com	20-Jul-06	20-Jul-20
searsmanagemybasement.com	20-Jul-06	20-Jul-19
searsmanagemybathroom.com	20-Jul-06	20-Jul-20
searsmanagemybedrooms.com	20-Jul-06	20-Jul-20
searsmanagemycalendar.com	22-Aug-06	22-Aug-19
searsmanagemycar.com	20-Jul-06	20-Jul-20
searsmanagemychildren.com	20-Jul-06	20-Jul-20
searsmanagemychristmas.com	20-Jul-06	20-Jul-20
searsmanagemycloset.com	20-Jul-06	20-Jul-20
searsmanagemydonations.com	20-Jul-06	20-Jul-20
searsmanagemyexerciseroom.com	20-Jul-06	20-Jul-19
searsmanagemyfinances.com	20-Jul-06	20-Jul-19

searsmanagemyfitnessroom.com	20-Jul-06	20-Jul-19
searsmanagemyfuneral.com	21-Jul-06	21-Jul-20
searsmanagemygameroom.com	20-Jul-06	20-Jul-20
searsmanagemygarden.com	20-Jul-06	20-Jul-20
searsmanagemygiftcards.com	20-Jul-06	20-Jul-20
searsmanagemygiftgiving.com	20-Jul-06	20-Jul-20
searsmanagemyhobby.com	20-Jul-06	20-Jul-20
searsmanagemyholidays.com	20-Jul-06	20-Jul-20
searsmanagemyhome.com	8-Aug-06	5-Apr-19
searsmanagemyhomeservices.com	20-Jul-06	20-Jul-20
searsmanagemyhometheater.com	20-Jul-06	20-Jul-19
searsmanagemyhvac.com	20-Jul-06	20-Jul-20
searsmanagemyjewelry.com	20-Jul-06	20-Jul-19
searsmanagemylawn.com	20-Jul-06	20-Jul-20
searsmanagemymedicinecabinet.com	20-Jul-06	20-Jul-19
searsmanagemymoney.com	20-Jul-06	20-Jul-20
searsmanagemymusic.com	20-Jul-06	20-Jul-20
searsmanagemyownersmanuals.com	20-Jul-06	20-Jul-20
searsmanagemypantry.com	20-Jul-06	20-Jul-20
searsmanagemyparents.com	20-Jul-06	20-Jul-20
searsmanagemypool.com	22-Aug-06	22-Aug-19
searsmanagemyprescriptions.com	20-Jul-06	20-Jul-20
searsmanagemyride.com	7-Aug-07	7-Aug-19
searsmanagemyscreeningroom.com	20-Jul-06	20-Jul-19
searsmanagemystorage.com	20-Jul-06	20-Jul-20
searsmanagemysummer.com	20-Jul-06	20-Jul-20
searsmanagemytaxdocs.com	20-Jul-06	20-Jul-20
searsmanagemyvacaion.com	20-Jul-06	20-Jul-20
searsmanagemyvaluables.com	20-Jul-06	20-Jul-20
searsmanagemyvehicle.com	20-Jul-06	20-Jul-20
searsmanagemywardrobe.com	20-Jul-06	20-Jul-20
searsmanagemywarranties.com	20-Jul-06	20-Jul-20
searsmanagemywedding.com	21-Jul-06	21-Jul-20
searsmanagemyelectronics.com	20-Jul-06	20-Jul-20
searsmarketplace.com	25-Jul-07	25-Jul-19
searsmartchoice.com	15-Aug-02	15-Aug-20
searsmastecard.com	6-Dec-12	6-Dec-18
searsmastercad.com	7-Dec-12	7-Dec-18
searsmastercar.com	6-Dec-12	6-Dec-18
searsmastercard.com	22-May-00	22-May-20
searsmastercardsolution.com	6-Dec-12	6-Dec-18
searsmastercreditcard.com	6-Dec-12	6-Dec-18
searsmastersolutioncard.com	6-Dec-12	6-Dec-18
searsmedia.com	2-Sep-03	2-Sep-20
sears-mobile.com	30-Apr-14	30-Apr-20
searsmobile.net	8-Feb-16	8-Feb-20

searsmodernhomes.com	11-Sep-00	11-Sep-20
searsmoney.com	1-Dec-00	1-Dec-18
searsmortgages.com	6-Apr-18	6-Apr-20
searsmovers.com	31-Aug-10	31-Aug-20
searsmyhome.com	11-Jul-06	11-Jul-20
searsmyrate.com	17-Feb-03	17-Feb-19
searsmyreward.com	12-Nov-08	12-Nov-20
searsmyrewards.com	12-Nov-08	12-Nov-20
searsmyway.com	16-Jan-09	16-Jan-19
searsnationalbank.com	28-Oct-01	28-Oct-19
searsnewsroom.com	1-Nov-04	1-Nov-19
searsnext.com	21-Jan-03	21-Jan-19
searsnexta.com	21-Jan-03	21-Jan-19
searsoflittleton.com	28-Mar-13	28-Mar-19
searsolutionmaster.com	7-Dec-12	7-Dec-18
searsolutionscreditcard.com	6-Dec-12	6-Dec-18
searsolutionsmaster.com	7-Dec-12	7-Dec-18
searsolutionsmastercards.com	6-Dec-12	6-Dec-18
searsolutionsmc.com	7-Dec-12	7-Dec-18
searsopitcal.com	23-Nov-12	23-Nov-18
searsoptical.biz	5-Oct-01	6-Nov-20
sears-optical.biz	5-Oct-01	6-Nov-20
searsoptical.com	30-May-96	29-May-19
searsoptical.info	11-Sep-01	11-Sep-19
sears-optical.info	12-Sep-01	12-Sep-19
searsoptical.mobi	26-Sep-06	26-Sep-20
searsoptical.net	3-Mar-03	3-Mar-19
searsoptical.org	3-Mar-03	3-Mar-19
searsoptical.ws	20-Jul-07	20-Jul-19
searsoptical50thanniversarysweeps.co m	8-Mar-11	8-Mar-19
searsopticalcontacts.com	3-May-05	3-May-19
searsorientalrugs.com	15-Nov-13	15-Nov-19
searsoulet.ca	30-May-18	30-May-20
searsoutlet.com	16-Oct-12	16-Oct-20
searsoutdoorliving.com	16-May-12	16-May-19
searsoutdoorstyle.com	9-May-12	9-May-20
searsoutlat.com	16-Oct-12	16-Oct-20
searsoutleat.com	16-Oct-12	16-Oct-20
searsoutles.com	16-Oct-12	16-Oct-20
searsoutlest.com	16-Oct-12	16-Oct-20
searsoutlet.com	28-Feb-04	28-Feb-19
searsoutlet.org	22-Jan-09	22-Jan-19
searsoutlet.us	12-Jun-09	11-Jun-19
searsoutletcenter.com	7-Feb-11	7-Feb-19
searsoutlet-delivery.com	4-Oct-12	4-Oct-20
searsoutletfeedback.com	30-Mar-09	30-Mar-20

searsoutletflyer.com	28-Jan-09	28-Jan-19
searsoutletonline.com	10-Mar-11	10-Mar-19
searsoutletonline.net	10-Mar-11	10-Mar-19
searsoutlets.com	18-Oct-03	18-Oct-20
searsoutlets.net	1-Dec-08	1-Dec-18
searsoutlets.org	3-Dec-08	3-Dec-18
searsoutletstore.com	3-Oct-03	3-Oct-20
searsoutliet.com	16-Oct-12	16-Oct-20
searsoutlite.com	16-Oct-12	16-Oct-20
searsoutloet.com	16-Oct-12	16-Oct-20
searsoverheadgaragedoor.com	29-Dec-05	29-Dec-18
searsownershipopportunities.com	15-Aug-11	15-Aug-19
searspartesdirect.com	23-Nov-12	23-Nov-18
searspartner.com	15-Aug-11	15-Aug-19
searspartnershipadvantage.com	16-Mar-01	16-Mar-20
searsparts.com	22-Apr-99	22-Apr-19
sears-parts.com	10-Jun-02	10-Jun-19
searsparts.net	11-Sep-07	11-Sep-19
searspartsderect.com	23-Nov-12	23-Nov-18
searspartsdirecgt.com	28-Mar-18	28-Mar-20
searspartsdirecr.com	23-Nov-12	23-Nov-18
searspartsdirect.com	13-Oct-98	12-Oct-19
searspartsdirect.net	11-Sep-07	11-Sep-19
searspartsdirectapis.com	27-Dec-12	27-Dec-18
searspartsfeedback.com	28-Apr-14	28-Apr-20
searspartsguru.com	21-Nov-11	21-Nov-19
sears-parts-online.com	13-Jan-10	13-Jan-20
searspartssite.com	28-Feb-09	29-Feb-20
searspatternlibrary.com	8-Sep-14	8-Sep-20
searspersonalized.com	1-Aug-08	1-Aug-20
searspersonaloccasions.com	3-Aug-01	3-Aug-20
searspersonalshopper.com	31-Jan-11	31-Jan-19
searspersonaltraining.com	4-Jan-11	4-Jan-19
searspetboutique.com	29-May-14	29-May-20
searsphoto.com	1-Feb-00	1-Feb-19
sears-photo.com	11-Jun-02	11-Jun-19
searsphotos.com	8-Mar-00	8-Mar-19
sears-photos.com	24-Sep-14	24-Sep-20
searsphotos.mobi	26-Sep-06	26-Sep-22
searsphotos.net	8-Mar-00	8-Mar-20
searsphotosandmemories.com	13-Jun-18	13-Jun-20
searsplacemyclaim.com	20-Oct-16	20-Oct-20
searsplus.com	21-Jan-03	21-Jan-19
searspoints.com	28-Jun-10	28-Jun-20
searsportaits.com	27-Nov-02	27-Nov-18
searsportrait.com	23-Jan-96	24-Jan-19
sears-portrait.com	23-Jan-96	24-Jan-19

searsportrait.mobi	26-Sep-06	26-Sep-20
searsportraits.com	28-Mar-00	28-Mar-19
searsportraitstudio.com	17-May-14	17-May-20
searsportriatstudio.com	2-Dec-02	2-Dec-18
searsportrit.com	27-Nov-02	27-Nov-18
searspotraitstudio.com	18-Nov-02	18-Nov-20
searspowertools.com	11-Jan-09	11-Jan-19
searspr.com	14-Mar-02	14-Mar-20
searspro.com	16-Jun-03	16-Jun-20
searspromociones.com	21-Jun-02	21-Jun-19
searsproperties.com	1-Dec-09	1-Dec-19
searsproperty.com	1-Dec-09	1-Dec-19
searsprovider.com	6-Apr-07	4-Jun-20
searspsrtsdirect.com	23-Nov-12	23-Nov-18
searspulse.com	21-Jan-03	21-Jan-19
searsravivevotrestyle.ca	23-May-18	23-May-20
searsravivevotrestyle.com	30-May-18	30-May-20
searsrefreshyourstyle.ca	23-May-18	23-May-20
searsrefreshyourstyle.com	30-May-18	30-May-20
searsrefrigeratorparts.com	7-Oct-14	7-Oct-20
sears-remotes.com	13-Jan-10	13-Jan-20
searsrenovationdufoyer.ca	18-Apr-18	18-Apr-20
sears-rent-a-car.com	24-Sep-96	23-Sep-20
searsrentalcar.com	11-Jun-02	11-Jun-20
searsrentaltruck.com	11-Jun-02	11-Jun-20
searsrentatruck.com	11-Jun-02	11-Jun-20
sears-rent-a-truck.com	24-Sep-96	23-Sep-20
sears-repair.com	27-Apr-09	27-Apr-20
searsrepair.jobs	15-Sep-05	15-Sep-19
searsrepair.net	14-Sep-09	14-Sep-19
searsrepair.org	19-Aug-14	19-Aug-20
searsreply.com	23-Feb-04	23-Feb-19
searsresidentialgaragedoor.com	29-Dec-05	29-Dec-18
searsresidentiels.ca	11-Apr-18	11-Apr-20
searsresidentiels.com	9-Apr-18	9-Apr-20
searsrewadcenter.com	28-Mar-18	28-Mar-20
searsreward.com	27-Dec-08	27-Dec-18
searsrewardmyway.com	22-Jan-09	22-Jan-19
searsrewards.com	26-Nov-05	26-Nov-18
searsrewardsmyway.com	22-Jan-09	22-Jan-19
searsrobuck.com	9-Jan-02	9-Jan-20
searsrocks.com	7-Aug-09	7-Aug-19
searsroebuck.com	26-Apr-99	26-Apr-20
searsroebuck.net	8-Jul-12	8-Jul-19
searsroebuck.org	15-Jun-00	15-Jun-20
searsroebuckandco.com	10-Jan-99	10-Jan-19
searsroebuckandcompany.com	10-Jan-99	10-Jan-19

searsroebuckstoresinc.com	10-Feb-00	10-Feb-19
searsroofingexperts.com	10-Sep-11	10-Sep-19
searsroofingsystems.com	10-Sep-11	10-Sep-19
searsroomforkids.com	7-Jan-00	7-Jan-20
searsroster.com	29-Apr-14	29-Apr-20
searsrug.com	15-Nov-13	15-Nov-19
searsruggallery.com	14-Nov-13	14-Nov-19
searsrugs.com	14-Nov-13	14-Nov-19
searssalute.com	21-Jan-03	21-Jan-19
searssandandgravel.com	3-Aug-12	3-Aug-19
searssearch.com	28-Oct-04	28-Oct-19
searssellerresource.com	19-Apr-13	19-Apr-19
searssellerresources.com	29-Nov-12	29-Nov-18
searssensations.com	21-Jan-03	21-Jan-19
searsservice.com	29-Sep-04	29-Sep-19
searsservicelive.com	18-Feb-09	18-Feb-19
searsservices.com	6-Aug-08	6-Aug-20
sears-services.com	11-Jun-09	11-Jun-19
searsservicesresidentiels.ca	11-Apr-18	11-Apr-20
searsservicesresidentiels.com	9-Apr-18	9-Apr-20
searsshipdirect.ca	18-Apr-18	18-Apr-20
searsshipdirect.com	17-Apr-18	17-Apr-20
sears-sho.com	6-Aug-12	6-Aug-20
searsshopathome.com	4-Aug-04	4-Aug-20
searsshops.com	25-Feb-13	25-Feb-19
searsshopyourway.com	22-Jan-09	22-Jan-19
searsshopyourwayrewards.com	22-Jan-09	22-Jan-19
searsshowplace.com	2-Nov-98	1-Nov-19
sears-showplace.com	2-Nov-98	1-Nov-19
searssidingandwindows.com	22-Apr-99	22-Apr-19
searssidingexperts.com	10-Sep-11	10-Sep-19
searssignature.com	21-Jan-03	21-Jan-19
searssimply.com	21-Jan-03	21-Jan-19
searssmartchoice.com	22-Jan-01	22-Jan-20
searssocial.com	31-Jan-11	31-Jan-19
searssoloutionsmastercard.com	6-Dec-12	6-Dec-18
searssolutinscards.com	6-Dec-12	6-Dec-18
searssolutioncard.biz	11-Jun-07	10-Jun-19
searssolutioncard.com	12-Jun-07	12-Jun-19
searssolutioncard.net	12-Jun-07	12-Jun-19
searssolutioncards.biz	11-Jun-07	10-Jun-19
searssolutioncards.com	12-Jun-07	12-Jun-19
searssolutioncards.net	12-Jun-07	12-Jun-19
searssolutionmastercard.biz	17-Sep-07	16-Sep-19
searssolutionmastercard.com	12-Jun-07	12-Jun-19
searssolutionmastercard.net	12-Jun-07	12-Jun-19
searssolutionsaccept.com	7-Oct-11	7-Oct-19

searssolutionscard.biz	11-Jun-07	10-Jun-19
searssolutionscard.com	12-Jun-07	12-Jun-19
searssolutionscard.net	12-Jun-07	12-Jun-19
searssolutionscards.biz	11-Jun-07	10-Jun-19
searssolutionscards.com	11-Jun-07	11-Jun-19
searssolutionscards.net	12-Jun-07	12-Jun-19
searssolutionsmasercard.com	7-Dec-12	7-Dec-18
searssolutionsmaster.biz	11-Jun-07	10-Jun-19
searssolutionsmaster.com	16-Oct-12	16-Oct-20
searssolutionsmastercad.com	6-Dec-12	6-Dec-18
searssolutionsmastercard.biz	17-Sep-07	16-Sep-19
searssolutionsmastercard.com	12-Jun-07	12-Jun-19
searssolutionsmastercard.net	12-Jun-07	12-Jun-19
searssolutionsmastercrad.com	7-Dec-12	7-Dec-18
searssolutionsmastercrd.com	7-Dec-12	7-Dec-18
searssolutionsmastrcard.com	7-Dec-12	7-Dec-18
searssolutionsmastrecard.com	7-Dec-12	7-Dec-18
searssolutionsmstercard.com	7-Dec-12	7-Dec-18
searssolutionsrewards.biz	9-Jul-07	8-Jul-19
searssolutionsrewards.com	10-Jul-07	10-Jul-19
searssolutionsrewards.net	10-Jul-07	10-Jul-19
searssolutio Mastercard.com	7-Dec-12	7-Dec-18
searssolutoinsrewards.biz	29-Apr-08	28-Apr-19
searssolutonmastercard.biz	11-Jun-07	10-Jun-19
searsspecialitysizes.ca	6-Apr-18	6-Apr-20
searsspecialitysizes.com	6-Apr-18	6-Apr-20
searssshopyourwayreward.com	22-Jan-09	22-Jan-19
searssolutionscards.com	6-Dec-12	6-Dec-18
searssolutionsmastercard.com	6-Dec-12	6-Dec-18
searsstore.com	25-Oct-00	25-Oct-20
searsstoreopportunities.com	15-Aug-11	15-Aug-19
searsstoreownership.com	15-Aug-11	15-Aug-19
searsstorepartner.com	15-Aug-11	15-Aug-19
searsstudio.com	15-Nov-02	15-Nov-20
searsstyle.com	14-Jun-11	14-Jun-19
sears-style.com	20-Jun-11	20-Jun-19
searsstyleguide.com	7-Oct-10	7-Oct-20
searsstyles.com	20-Jun-11	20-Jun-19
searssurvey.com	23-Feb-07	23-Feb-19
searssurveys.com	23-Mar-07	23-Mar-19
searstechnologyservices.com	17-Nov-11	17-Nov-19
searstechprotect.com	26-Oct-15	26-Oct-19
searstechservices.com	21-Dec-11	21-Dec-19
searstentsale.com	17-Mar-05	17-Mar-20
searstesting.com	5-Dec-12	5-Dec-18
searstire.com	10-Nov-04	10-Nov-19
searstires.com	13-Mar-03	13-Mar-19

searstix.com	20-Oct-07	20-Oct-19
searstodoparati.com	15-Aug-00	15-Aug-20
searstodoparati.net	15-Aug-00	15-Aug-20
searstodoparati.org	15-Aug-00	15-Aug-20
sears-tools.com	11-Jun-02	11-Jun-19
searstour.com	7-Aug-09	7-Aug-19
searstoutlets.org	1-Dec-08	1-Dec-18
searstower.net	25-Apr-03	25-Apr-19
searstoys.com	22-Apr-99	22-Apr-20
searstoyshop.com	24-Sep-10	24-Sep-20
searstravel.biz	3-Oct-13	2-Oct-19
searstravel.com	16-Jul-97	15-Jul-20
sears-travel.com	13-Jun-18	13-Jun-20
searstravel.net	3-Oct-13	3-Oct-19
searstravel.org	3-Oct-13	3-Oct-19
searstravel.us	3-Oct-13	2-Oct-19
searstravelpr.com	21-Aug-05	21-Aug-20
searstreadmills.com	16-Sep-05	16-Sep-19
searstriadjobs.com	1-Jun-01	1-Jun-20
searstruckrental.com	11-Jun-02	11-Jun-20
searstyle.com	20-Jun-11	20-Jun-19
searstyles.com	20-Jun-11	20-Jun-19
searsu.tv	16-Feb-11	16-Feb-19
searsuniversity.tv	16-Feb-11	16-Feb-19
searsunsungheroes.com	19-May-10	19-May-20
searsvacation.com	3-Aug-01	3-Aug-19
searsvacations.biz	3-Oct-13	2-Oct-19
searsvacations.com	3-Aug-01	3-Aug-19
searsvacations.net	3-Oct-13	3-Oct-19
searsvacations.org	3-Oct-13	3-Oct-19
searsvacations.us	3-Oct-13	2-Oct-19
searsvard.com	21-Jul-12	21-Jul-20
searsvehicleplan.com	11-Jan-12	11-Jan-20
searsvehicleprotect.com	11-Jan-12	11-Jan-20
searsvehicleprotectionplan.com	11-Jan-12	11-Jan-20
searsvehicleprotectplan.com	11-Jan-12	11-Jan-20
searsvendor.com	24-Mar-09	24-Mar-19
searsvirtualhome.com	26-Oct-05	26-Oct-20
searsvision.biz	5-Oct-01	6-Nov-20
searsvision.com	2-Aug-00	2-Aug-20
searsvision.info	13-Sep-01	13-Sep-19
searsvisioncenter.biz	5-Oct-01	6-Nov-20
searsvisioncenter.com	2-Aug-00	2-Aug-20
searsvisioncenters.biz	5-Oct-01	6-Nov-20
searsvisioncenters.com	24-Jul-00	24-Jul-20
searsvp.com	11-Jan-12	11-Jan-20
searsvpp.com	11-Jan-12	11-Jan-20

searswatchandjewelryrepair.com	7-Jan-10	7-Jan-20
searswatchandjewelryservice.com	1-Nov-12	1-Nov-20
searswaterheaters.com	18-Sep-08	18-Sep-20
searswebshop.com	25-Feb-13	25-Feb-19
searswebshops.com	25-Feb-13	25-Feb-19
searswebstore.com	25-Feb-13	25-Feb-19
searswebstores.com	25-Feb-13	25-Feb-19
searswheels.com	18-Apr-09	18-Apr-19
searswhereelse.com	17-Aug-01	17-Aug-20
searswhereelse.us	19-Apr-02	18-Apr-19
searswindowcoverings.com	13-Jun-18	13-Jun-20
searswindows.ca	6-Apr-18	6-Apr-20
searswine.com	25-Mar-09	25-Mar-19
searswines.com	24-Mar-09	24-Mar-19
searswireless.com	21-Mar-09	21-Mar-19
searswishbook.com	4-May-98	3-May-20
searswishbook.net	30-Sep-98	29-Sep-19
searswishbook.org	30-Sep-98	29-Sep-19
searswomansview.com	22-Jan-01	22-Jan-20
searswomanview.com	2-Oct-02	2-Oct-20
searswomensview.com	2-Oct-02	2-Oct-20
searswoodfloorcleaning.com	26-Oct-11	26-Oct-20
searsworkwear.com	22-Jan-01	22-Jan-19
searsyardguru.com	11-Feb-10	11-Feb-20
searsyourreward.com	17-Feb-09	17-Feb-19
searsyourrewards.com	13-Feb-09	13-Feb-19
seascreditcard.com	15-Jul-12	15-Jul-20
seashomeservices.com	23-Nov-12	23-Nov-18
seasmastercard.com	6-Dec-12	6-Dec-18
seatsoutlet.com	16-Oct-12	16-Oct-20
seatspartsdirect.com	23-Nov-12	23-Nov-18
securiteaufoyersears.ca	6-Apr-18	6-Apr-20
seearscard.com	15-Jul-12	15-Jul-20
seeriq.com	10-Nov-08	10-Nov-20
seersant.com	10-Nov-08	10-Nov-20
seersiq.com	10-Nov-08	10-Nov-20
seersoutlet.com	16-Oct-12	16-Oct-20
seersratio.com	10-Nov-08	10-Nov-20
segno.systems	15-May-14	15-May-20
segnolearning.co	27-May-14	26-May-20
segnolearning.com	27-Mar-14	27-Mar-20
segnolearning.net	27-May-14	27-May-20
segnolearning.org	27-May-14	27-May-20
segnolrs.com	8-Oct-14	8-Oct-20
segnoscore.co	27-May-14	26-May-20
segnoscore.com	27-May-14	27-May-20
segnoscore.net	27-May-14	27-May-20

segnoscore.org	27-May-14	27-May-20
segnosystems.co	27-May-14	26-May-20
segnosystems.com	26-Feb-14	26-Feb-20
segnosystems.net	27-May-14	27-May-20
segnosystems.org	27-May-14	27-May-20
semantictec.com	24-Jun-11	24-Jun-19
semingo.com	12-Oct-06	12-Oct-19
serarspartsdirect.com	23-Nov-12	23-Nov-18
seritagegrowth.com	12-Dec-14	12-Dec-19
seritagegrowthproperties.com	12-Dec-14	12-Dec-19
seritageproperties.com	12-Dec-14	12-Dec-19
seritagerealty.com	21-May-12	21-May-20
seritagerealtytrust.com	21-May-12	21-May-20
sersoptical.com	23-Nov-12	23-Nov-18
serssolutionscards.com	6-Dec-12	6-Dec-18
serveyourway.com	16-Sep-13	16-Sep-19
serviceline.us	25-Aug-09	24-Aug-19
servicelive.biz	27-Feb-09	26-Feb-19
servicelive.com	22-Aug-04	22-Aug-19
servicelive.contractors	10-Feb-14	10-Feb-19
servicelive.mobi	28-Aug-07	28-Aug-19
servicelive.net	4-Jun-03	4-Jun-20
servicelive.org	24-Jul-07	24-Jul-19
servicelive.plumbing	19-Feb-14	19-Feb-20
servicelive.repair	25-Mar-14	25-Mar-19
servicelive.tv	8-Dec-09	8-Dec-19
servicelive.us	27-Feb-09	26-Feb-19
servicelivedirect.com	1-May-15	1-May-19
serviceliveenterprise.com	8-Dec-08	8-Dec-18
serviceliveenterprise.net	8-Dec-08	8-Dec-18
servicelivelead.com	23-May-11	23-May-19
servicelivelead.net	23-May-11	23-May-19
serviceliveleads.com	23-May-11	23-May-19
serviceliveleads.net	23-May-11	23-May-19
serviceliveonline.com	22-Jun-10	22-Jun-20
serviceliveportal.co.uk	31-Jul-09	31-Jul-19
serviceliveportal.com	31-Jul-09	31-Jul-19
serviceliveportal.com.mx	31-Jul-09	30-Jul-19
serviceliveportal.net	31-Jul-09	31-Jul-19
serviceliveportal.org	31-Jul-09	31-Jul-19
serviceliveportal.us	31-Jul-09	30-Jul-19
serviceorderportal.com	19-Nov-12	19-Nov-20
serviceprorecruitment.com	9-Feb-09	9-Feb-19
servicesfinancierssears.ca	18-Apr-18	18-Apr-20
servicesfinancierssears.com	16-Apr-18	16-Apr-20
servicesresidentielssears.ca	18-Apr-18	18-Apr-20
servicesresidentielssears.com	13-Apr-18	13-Apr-20

shc.ai	16-Jul-18	16-Jul-20
shc.cm	15-Oct-16	15-Oct-19
shc.jobs	15-Sep-05	15-Sep-19
shcconnect.com	19-Dec-11	19-Dec-19
shc-contr.com	10-Apr-09	10-Apr-19
shccontractor.com	24-Mar-09	24-Mar-19
shcdam.com	21-Jul-14	21-Jul-20
shcdigitaljournal.com	19-Dec-11	19-Dec-19
shcdigitaljourney.com	21-Dec-11	21-Dec-19
shcdju.com	21-Dec-11	21-Dec-19
shcfactorycompliance.com	12-Feb-08	12-Feb-20
shcfacts.com	26-Jul-10	26-Jul-20
shcfirstscholarship.com	9-Sep-09	9-Sep-19
shchr.com	17-Aug-06	17-Aug-19
shc-il.com	21-Apr-09	21-Apr-19
shcisrael.com	16-Mar-09	16-Mar-19
shc-israel.com	16-Mar-09	16-Mar-19
shcmarketplace.com	25-Jul-07	25-Jul-19
shcpartner.com	30-Mar-09	30-Mar-19
shcprimerobeca.com	21-Aug-09	21-Aug-19
shcrealestate.com	14-May-15	14-May-19
shcrealty.com	1-Dec-09	1-Dec-19
shcretirees.com	11-Oct-07	11-Oct-19
shcscholarship.com	12-Aug-09	12-Aug-21
shcsummit.com	19-Apr-11	19-Apr-19
shcvendor.com	24-Mar-09	24-Mar-19
shcvendorsummit.com	8-Apr-10	8-Apr-19
shearscard.com	21-Jul-12	21-Jul-20
shld.net	17-Feb-05	17-Feb-19
shldc.com	18-Mar-05	18-Mar-20
shldcorp.com	9-Aug-11	9-Aug-19
shldrealestate.com	8-May-08	8-May-20
shldreb.com	8-May-08	8-May-20
shoapplianceandhardwarestores.com	11-Jun-14	11-Jun-20
shoapplianceshowrooms.com	11-Jun-14	11-Jun-20
shohardware.com	23-Jul-14	23-Jul-20
shohardwarestores.com	11-Jun-14	11-Jun-20
shohomeappliance.com	23-Jul-14	23-Jul-20
shohomeapplianceshowroom.com	23-Jul-14	23-Jul-20
shohomeapplianceshowrooms.com	11-Jun-14	11-Jun-20
shohometown.com	23-Jul-14	23-Jul-20
shohometownstores.com	11-Jun-14	11-Jun-20
shomyway.com	28-Sep-12	28-Sep-19
shooutlet.com	23-Jul-14	23-Jul-20
shooutletstores.com	11-Jun-14	11-Jun-20
shopatshoemart.com	29-Dec-99	29-Dec-19
shopfount.com	26-Oct-15	26-Oct-19

shopin.me	11-Feb-13	11-Feb-19
shopkmart.com	11-Nov-01	11-Nov-19
shopmywayreward.com	23-Nov-12	23-Nov-18
shopnowandhere.com	7-May-10	7-May-19
shopper.com.pr	7-Apr-11	7-Apr-19
shopper.pr	11-Apr-11	11-Apr-19
shopperrecap.com	24-Sep-12	24-Sep-20
shoppers.com.pr	7-Apr-11	7-Apr-19
shoppetell.com	28-Apr-09	28-Apr-19
shoppeyourway.com	30-Jun-12	30-Jun-20
shopptell.com	28-Apr-09	28-Apr-19
shoppyourway.com	23-Nov-12	23-Nov-18
shop-sears.com	11-Jun-02	11-Jun-19
shopsearsfeedback.com	21-Aug-13	21-Aug-19
shopyoirway.com	18-Feb-16	18-Feb-20
shopyouraway.com	23-Nov-12	23-Nov-18
shopyourawy.com	18-Apr-13	18-Apr-19
shopyourday.com	23-Nov-12	23-Nov-18
shopyoursway.com	23-Nov-12	23-Nov-18
shopyourwat.com	23-Nov-12	23-Nov-18
shopyourway.app	8-May-18	8-May-20
shopyourway.asia	23-Sep-13	23-Sep-19
shopyourway.clothing	5-Feb-14	5-Feb-20
shopyourway.co	11-Feb-12	10-Feb-20
shopyourway.com	4-Nov-98	3-Nov-20
shopyourway.coupons	17-Aug-15	17-Aug-20
shopyourway.credit	27-Aug-14	26-Aug-19
shopyourway.creditcard	26-Aug-14	26-Aug-19
shopyourway.deals	22-Sep-14	22-Sep-19
shopyourway.delivery	3-Feb-15	3-Feb-20
shopyourway.discount	19-Aug-14	19-Aug-19
shopyourway.eu	23-Sep-13	23-Sep-19
shopyourway.fashion	10-Apr-15	10-Apr-20
shopyourway.finance	3-Sep-14	3-Sep-19
shopyourway.fitness	19-Aug-14	19-Aug-19
shopyourway.gifts	4-Nov-14	4-Nov-19
shopyourway.shoes	24-Feb-14	24-Feb-19
shopyourway.social	29-Apr-14	29-Apr-19
shopyourway.store	28-Mar-18	28-Mar-20
shopyourway.support	19-Mar-14	18-Mar-19
shopyourway.tienda	27-May-14	27-May-19
shopyourway.tv	27-Jan-11	27-Jan-19
shopyourway.website	28-Mar-18	28-Mar-20
shopyourway-apps.com	18-Apr-14	18-Apr-20
shopyourwayeewards.com	19-Apr-13	19-Apr-19

shopyourwayhealth.com	4-Sep-13	4-Sep-19
shopyourwaylocal.biz	8-Jun-12	7-Jun-20
shopyourway-local.biz	8-Jun-12	7-Jun-20
shopyour-waylocal.biz	8-Jun-12	7-Jun-20
shop-yourwaylocal.biz	8-Jun-12	7-Jun-20
shop-your-way-local.biz	8-Jun-12	7-Jun-20
shopyourwaylocal.com	12-Apr-12	12-Apr-20
shopyourway-local.com	8-Jun-12	8-Jun-20
shopyour-waylocal.com	8-Jun-12	8-Jun-20
shop-yourwaylocal.com	8-Jun-12	8-Jun-20
shop-your-way-local.com	8-Jun-12	8-Jun-20
shopyourwaylocal.net	8-Jun-12	8-Jun-20
shopyourway-local.net	8-Jun-12	8-Jun-20
shopyour-waylocal.net	8-Jun-12	8-Jun-20
shop-yourwaylocal.net	8-Jun-12	8-Jun-20
shop-your-way-local.net	8-Jun-12	8-Jun-20
shopyourwaymax.com	24-Sep-12	24-Sep-20
shopyourwayonline.com	7-Dec-14	7-Dec-20
shopyourwaypoints.com	4-Jan-16	4-Jan-20
shopyourwayrelay.com	5-Oct-16	5-Oct-20
shopyourwayrelayservices.com	5-Oct-16	5-Oct-20
shopyourwayrevards.com	23-Nov-12	23-Nov-18
shopyourwayreward.com	22-Jan-09	22-Jan-19
shopyourwayrewards.com	22-Jan-09	22-Jan-19
shopyourwayrewards.com	10-Jul-14	10-Jul-20
shopyourwayrewards.com	2-Apr-13	2-Apr-19
shopyourwayrewrads.com	23-Nov-12	23-Nov-18
shopyourwayshoes.biz	24-Jul-14	23-Jul-20
shopyourwayshoes.ca	24-Jul-14	24-Jul-20
shopyourwayshoes.com	17-Jul-14	17-Jul-20
shopyourwayshoes.info	24-Jul-14	24-Jul-20
shopyourwayshoes.me	24-Jul-14	24-Jul-20
shopyourwayshoes.mobi	24-Jul-14	24-Jul-20
shopyourwayshoes.net	17-Jul-14	17-Jul-20
shopyourwayshoes.org	24-Jul-14	24-Jul-20
shopyourwayshoes.shoes	28-Jul-14	28-Jul-20
shopyourwayshoes.us	24-Jul-14	23-Jul-20
shopyourwayshoes.ws	24-Jul-14	24-Jul-20
shopyourwayshop.org	17-Jul-14	17-Jul-20
shopyourwaysweepstakes.com	11-Jan-13	11-Jan-19
shopyourwey.com	23-Nov-12	23-Nov-18
shopyourwyarewards.com	23-Nov-12	23-Nov-18
shopyouwaylocal.biz	8-Jun-12	7-Jun-20
shopyouway-local.biz	8-Jun-12	7-Jun-20
shopyou-waylocal.biz	8-Jun-12	7-Jun-20
shop-youwaylocal.biz	8-Jun-12	7-Jun-20
shop-you-way-local.biz	8-Jun-12	7-Jun-20

shopyouwaylocal.com	8-Jun-12	8-Jun-20
shopyouway-local.com	8-Jun-12	8-Jun-20
shopyou-waylocal.com	8-Jun-12	8-Jun-20
shop-youwaylocal.com	8-Jun-12	8-Jun-20
shop-you-way-local.com	8-Jun-12	8-Jun-20
shopyouwaylocal.net	8-Jun-12	8-Jun-20
shopyouway-local.net	8-Jun-12	8-Jun-20
shopyou-waylocal.net	8-Jun-12	8-Jun-20
shop-youwaylocal.net	8-Jun-12	8-Jun-20
shop-you-way-local.net	8-Jun-12	8-Jun-20
shopyouwayreward.com	23-Nov-12	23-Nov-18
shopyway.biz	17-Jun-13	16-Jun-19
shopyway.co	17-Jun-13	16-Jun-19
shopyway.com	17-Jun-13	17-Jun-19
shopyway.info	17-Jun-13	17-Jun-19
shopyway.ly	21-Jun-13	21-Jun-19
shopyway.me	17-Jun-13	17-Jun-19
shopyway.org	17-Jun-13	17-Jun-19
shos.com	27-Dec-00	27-Dec-18
shosappliance.com	23-Jul-14	23-Jul-20
shosapplianceandhardwarestores.com	11-Jun-14	11-Jun-20
shosapplianceshowrooms.com	11-Jun-14	11-Jun-20
shoshardware.com	23-Jul-14	23-Jul-20
shoshardwarestores.com	11-Jun-14	11-Jun-20
shoshomeappliance.com	23-Jul-14	23-Jul-20
shoshomeapplianceshowroom.com	23-Jul-14	23-Jul-20
shoshomeapplianceshowrooms.com	11-Jun-14	11-Jun-20
shoshometown.com	23-Jul-14	23-Jul-20
shoshometownstores.com	11-Jun-14	11-Jun-20
shosoutlet.com	23-Jul-14	23-Jul-20
shosoutletstores.com	11-Jun-14	11-Jun-20
shostores.com	13-Aug-12	13-Aug-20
shotownsquare.com	25-Mar-14	25-Mar-20
showuswhatyougot.com	24-Feb-05	24-Feb-20
shpoyourway.com	23-Nov-12	23-Nov-18
shyway.com	29-Dec-11	29-Dec-19
shy-way.com	5-Feb-14	5-Feb-20
sidingbysears.com	10-Sep-11	10-Sep-19
silverunicorn.com	1-Feb-04	1-Feb-20
simplesears.com	3-Aug-06	3-Aug-19
simplesearscollege.com	3-Aug-06	3-Aug-19
simplycampus.com	4-May-06	4-May-20
simplygarage.com	4-May-06	4-May-20
simplysears.com	6-Jul-06	1-Apr-19
simplysearscollege.com	22-Jun-06	22-Jun-20
simplysearsforcollege.com	5-Sep-06	21-May-20

simplysearsholiday.com	26-Jun-06	26-Jun-20
sisterhoodofshopping.com	13-Feb-09	13-Feb-19
sisterhoodofshopping.info	13-Feb-09	13-Feb-19
sisterhoodofshopping.mobi	13-Feb-09	13-Feb-19
sisterhoodofshopping.net	13-Feb-09	13-Feb-19
sisterhoodofshopping.org	13-Feb-09	13-Feb-19
sisterhoodofsmartershopping.com	13-Feb-09	13-Feb-19
sisterhoodofsmartershopping.info	13-Feb-09	13-Feb-19
sisterhoodofsmartershopping.mobi	13-Feb-09	13-Feb-19
sisterhoodofsmartershopping.net	13-Feb-09	13-Feb-19
sisterhoodofsmartershopping.org	13-Feb-09	13-Feb-19
slconnect.com	3-Apr-00	3-Apr-19
smartassist.com	3-Oct-03	3-Oct-20
smartershoppersunite.com	15-Apr-09	15-Apr-19
smartlatina.net	27-Apr-11	27-Apr-19
smart-meets-style.com	16-Jul-09	16-Jul-19
smartnsavvy.com	14-May-09	14-May-19
smartsense.com	13-Oct-96	12-Oct-20
smartsensebrand.com	12-Jun-15	12-Jun-19
smartshoppersunite.com	15-Apr-09	15-Apr-19
sociallot.com	26-Feb-09	26-Feb-19
socialtog.com	26-Feb-09	26-Feb-19
soesupply.com	22-Oct-04	22-Oct-20
solutionscards.biz	11-Jun-07	10-Jun-19
solutionscards.com	12-Jun-07	12-Jun-19
solutionscards.net	12-Jun-07	12-Jun-19
southbeachaefactoryservice.com	1-Mar-10	1-Mar-20
spdcommercial.com	14-Oct-99	14-Oct-19
spotthesteal.com	27-Sep-06	17-Aug-19
spotthesteal.com	27-Sep-06	17-Aug-19
sr3.com	23-Jan-03	23-Jan-20
sracweb.com	3-Aug-99	3-Aug-19
ssearscard.com	15-Jul-12	15-Jul-20
ssearshc.com	28-Mar-18	28-Mar-20
standardsofexcellence.com	28-Oct-98	27-Oct-20
starreviewers.com	10-Jul-14	10-Jul-20
statuator.com	31-Jan-13	31-Jan-19
stopbydriveon.com	15-Mar-12	15-Mar-20
store-kmart.com	28-Mar-18	28-Mar-20
streamsights.at	8-Mar-12	7-Mar-19
streamsights.biz	8-Mar-13	7-Mar-19
streamsights.co	8-Mar-13	7-Mar-19
streamsights.in	8-Mar-13	8-Mar-19
streamsights.info	8-Mar-13	8-Mar-19
streamsights.me	8-Mar-13	8-Mar-19
streamsights.mobi	8-Mar-13	8-Mar-19
streamsights.net	8-Mar-13	8-Mar-19

streamsights.org	8-Mar-13	8-Mar-19
streamsights.us	8-Mar-13	7-Mar-19
streamsights.ws	8-Mar-13	8-Mar-19
structure.com	1-Mar-95	2-Mar-19
structure.us	19-Apr-02	18-Apr-20
structureco.com	1-Mar-95	2-Mar-19
studioservicesdigital.com	10-Aug-12	10-Aug-20
studioservicesdigital.net	10-Aug-12	10-Aug-20
studioservicesdigitalassets.com	17-Aug-12	17-Aug-20
studioservicesdigitalassets.net	17-Aug-12	17-Aug-20
stylemeetssmart.com	13-Jul-09	13-Jul-19
style-meets-smart.com	16-Jul-09	16-Jul-19
stylemoves.com	28-May-09	28-May-19
stylesip.com	19-May-10	19-May-20
stylesippics.com	27-Jul-11	27-Jul-19
superkmart.com	1-Apr-99	1-Apr-19
s-way.com	2-Sep-04	2-Sep-19
syw.app	8-May-18	8-May-20
syw.biz	20-Jun-04	19-Jun-19
syw.co	20-Dec-10	19-Dec-19
syw.com	23-Apr-98	22-Apr-19
syw.info	30-Apr-13	30-Apr-20
syw.net	7-Apr-02	7-Apr-19
syw.us	19-Nov-02	18-Nov-20
syw.website	28-Mar-18	28-Mar-20
syw5321.app	10-May-18	10-May-20
syw5321.com	10-May-18	10-May-20
sywanalytics.com	3-Oct-16	3-Oct-20
sywcard.app	10-May-18	10-May-20
sywcard.com	10-May-18	10-May-20
sywcoupons.com	17-Aug-15	17-Aug-19
sywhealth.com	12-Mar-14	12-Mar-20
sywl.biz	8-Jun-12	7-Jun-20
sywlocal.biz	8-Jun-12	7-Jun-20
sywlocal.com	12-Apr-12	12-Apr-20
sywlocal.net	8-Jun-12	8-Jun-20
sywmail.com	4-Oct-12	4-Oct-20
sywmail.info	4-Oct-12	4-Oct-20
sywmail.net	4-Oct-12	4-Oct-20
sywmail.org	4-Oct-12	4-Oct-20
sywr.cm	16-Jan-17	16-Jan-19
sywr.com	18-Nov-01	18-Nov-20
sywrelay.com	5-Oct-16	5-Oct-20
sywrelayservices.com	5-Oct-16	5-Oct-20
sywrewards.com	8-Feb-15	8-Feb-20
sywsave.com	17-Aug-15	17-Aug-19
sywspeedplatform.com	7-Sep-17	7-Sep-19

sywsweeps.com	13-Mar-14	13-Mar-20
sywsweepsblog.com	23-Mar-16	23-Mar-20
take15forfamily.com	2-Oct-08	2-Oct-20
takethechefchallenge.com	22-Jul-10	22-Jul-20
tarjetaparati.com	4-Jan-01	4-Jan-19
taskerbee.com	25-Apr-14	25-Apr-20
teamuptostopbullying.com	16-Jul-12	16-Jul-20
teamuptostopbullying.org	16-Jul-12	16-Jul-20
tellkmart.com	5-Jun-15	5-Jun-19
tellsears.com	5-Jun-15	5-Jun-19
testing-delivery.com	4-Oct-12	4-Oct-20
texas-steer.com	28-Feb-00	28-Feb-20
texassteergames.com	2-Jun-05	2-Jun-20
texassteerpoker.com	2-Jun-05	2-Jun-20
tgi.biz	27-Mar-02	26-Mar-20
tgi.info	20-Sep-01	19-Sep-20
tgishopyourway.com	16-Sep-09	16-Sep-19
tgi-shopyourway.com	16-Sep-09	16-Sep-19
thebestinstallteam.com	14-Feb-12	14-Feb-20
thebestrepairteam.com	14-Feb-12	14-Feb-20
thebodyshopatsears.com	26-Apr-00	26-Apr-19
thecelestialstardiamond.com	29-Aug-03	29-Aug-19
theclimatcrew.com	24-Oct-08	24-Oct-20
thecustomeriswhyiamhere.com	28-Feb-12	28-Feb-20
thediehards.co	23-Jan-14	22-Jan-20
thedumorehouse.com	25-Apr-07	25-Apr-19
thedumores.com	11-Apr-07	11-Apr-20
thegarageheads.com	11-May-17	11-May-19
thegreatindoors.ca	13-Nov-00	1-Dec-19
thegreatindoors.com	11-Dec-97	10-Dec-19
thegreatindoors.info	26-Jul-01	26-Jul-20
thegreatindoors.jobs	15-Sep-05	15-Sep-19
thegreatindoors.mobi	27-Jun-06	27-Jun-20
thegreatindoors.us	19-Apr-02	18-Apr-19
thegreatindoorsmastercard.com	7-Aug-01	7-Aug-20
thegreatindoorsstinks.com	3-Dec-02	3-Dec-19
thegreatindoorsstuck.com	3-Dec-02	3-Dec-19
thegreatindoorsstucks.com	23-Aug-02	23-Aug-19
thegreatindoorstore.com	9-Dec-02	9-Dec-18
thegreatindoorsstucks.com	3-Dec-02	3-Dec-19
themanysidesofme.com	23-Jun-10	23-Jun-20
thenewphotostudioatsears.com	10-Oct-13	10-Oct-19
thenewsearscatalogue.com	6-Nov-08	6-Nov-20
thenewsearscatalogue.net	6-Nov-08	6-Nov-20
thepartcounter.com	29-Jul-08	29-Jul-20
thepartscounter.com	29-Jul-08	29-Jul-20
thepetboutiqueatsears.com	29-May-14	29-May-20

thephotostudioatsears.com	10-Oct-13	10-Oct-19
theresmoretovalue.com	17-Feb-09	17-Feb-19
thesearsbigswitch.com	26-Apr-10	26-Apr-20
thesearscatalog.com	16-Jan-08	16-Jan-20
thesearsfitclub.com	24-Mar-10	24-Mar-20
thesoftersideofsears.com	30-Apr-96	1-May-20
thisisstate.com	17-Oct-12	17-Oct-20
thommcan.com	9-Dec-97	8-Dec-19
thommcanshoecare.com	3-Oct-03	3-Oct-20
todoparati.com	29-Dec-99	29-Dec-18
todoparati.info	26-Jul-01	26-Jul-20
todoparati.us	19-Apr-02	18-Apr-19
togofer.com	9-Oct-08	9-Oct-20
togopher.com	9-Oct-08	9-Oct-20
tool.parts	9-Aug-15	9-Aug-20
tooladvantage.com	29-Jan-99	29-Jan-19
toolterritory.com	3-Feb-99	3-Feb-19
topdelvers.com	10-Mar-10	10-Mar-20
tophandymandallas.com	3-Feb-12	3-Feb-20
toughskins.com	14-Apr-00	14-Apr-20
toughskins.net	14-Apr-00	14-Apr-20
toughskins.org	14-Apr-00	14-Apr-20
traditioncertifieddiamonds.com	11-Nov-02	11-Nov-19
traditioncharms.com	4-Mar-11	4-Mar-19
traditiondiamonds.com	30-Apr-03	30-Apr-19
travelershomeguide.com	22-Aug-06	1-May-19
treadmils.com	3-Apr-05	3-Apr-19
treatdirtlikedirt.com	6-Jul-12	6-Jul-20
turfwarstrivia.com	17-May-11	17-May-19
tvmatchmaker.com	8-Aug-02	8-Aug-19
uskrct.com	10-Oct-06	8-Dec-18
uststkrc.com	10-Oct-06	8-Dec-18
varickstreetdesign.com	25-Aug-10	25-Aug-20
vederelestelle.com	4-Mar-11	4-Mar-19
vinylsidingbysears.com	10-Sep-11	10-Sep-19
vita-smart.com	28-Nov-06	15-Nov-20
voyagesears.com	13-Jun-18	13-Jun-20
voyage-sears.com	13-Jun-18	13-Jun-20
voyagessears.com	13-Jun-18	13-Jun-20
voyages-sears.com	13-Jun-18	13-Jun-20
wallaroo.xyz	8-Sep-15	8-Sep-21
wallyguard.com	13-Nov-15	13-Nov-19
wallyhealth.com	12-Nov-15	12-Nov-19
wallyho.me	23-Nov-15	23-Nov-19
wallyhome.co	24-Nov-15	23-Nov-19
wallyhomereport.com	16-Nov-15	16-Nov-19

wallyhomeservices.com	16-Nov-15	16-Nov-19
wallylabs.net	15-Apr-16	15-Apr-20
wallylabs.org	15-Apr-16	15-Apr-20
wallylabsllc.com	15-Apr-16	15-Apr-20
wallymonitoring.com	27-Apr-16	27-Apr-20
wallyoncall.com	27-Apr-16	27-Apr-20
wallyprotect.com	13-Nov-15	13-Nov-19
wallyrapidresponse.com	27-Apr-16	27-Apr-20
wallyresponse.com	27-Apr-16	27-Apr-20
wallysecure.com	13-Nov-15	13-Nov-19
wallyservices.com	27-Apr-16	27-Apr-20
wallyvault.com	13-Nov-15	13-Nov-19
wardrobedelight.com	29-Mar-07	29-Mar-19
wardrobeexpert.com	29-Mar-07	29-Mar-19
wardrobehaven.com	29-Mar-07	29-Mar-19
wardrobeheaven.com	29-Mar-07	29-Mar-19
wattsstreetdesign.com	24-Jul-12	24-Jul-20
wearnowandhere.com	23-Jun-10	23-Jun-20
weatherbeater.com	1-Nov-01	1-Nov-19
weatherbeater.net	26-Jun-03	26-Jun-19
weatherbeater.org	12-Jun-03	12-Jun-19
weatherhandler.com	14-Apr-00	14-Apr-20
weatherhandler.org	14-Apr-00	14-Apr-20
weddingpointssweeps.com	8-Jun-10	8-Jun-20
weeklyelectronicdeal.com	30-Dec-09	30-Dec-19
weeklyelectronicdeals.com	30-Dec-09	30-Dec-19
weeklyelectronicsdeal.com	30-Dec-09	30-Dec-19
weeklyelectronicsdeals.com	30-Dec-09	30-Dec-19
weeklyelectronicssteal.com	8-Feb-10	8-Feb-20
weeklyelectronicssteals.com	8-Feb-10	8-Feb-20
weeklyelectronicsteal.com	8-Feb-10	8-Feb-20
weeklyelectronicsteals.com	8-Feb-10	8-Feb-20
weelittleweb.com	31-Aug-98	30-Aug-19
wegetthepicture.com	15-Oct-98	14-Oct-19
westar-sw.com	30-Sep-96	29-Sep-20
westernhawk.com	6-Jun-08	6-Jun-20
westernhawk.org	6-Jun-08	6-Jun-20
whatisyourwish.com	23-Aug-07	23-Aug-20
whereelse.us	19-Apr-02	18-Apr-19
whereitbegins.com	7-Mar-07	7-Mar-19
wherestylemeetssmart.com	12-May-09	12-May-19
wherewishesbegin.com	5-Oct-07	5-Oct-19
wholehome.us	19-Apr-02	18-Apr-19
winit.app	8-May-18	8-May-20
winitblog.com	24-Mar-16	24-Mar-20
wishbig.com	7-May-04	7-May-19
wishbook.com	12-May-98	11-May-20

wishbook.info	26-Jul-01	26-Jul-20
wishbook.net	6-Nov-98	5-Nov-19
wishbook.org	30-Sep-98	29-Sep-19
wishbook.us	19-Apr-02	18-Apr-19
wishsphere.com	12-May-08	12-May-20
womansview.com	15-Jul-01	15-Jul-20
womansviewcatalog.com	9-Dec-03	9-Dec-18
womenshomeguide.com	17-Aug-06	14-May-20
woowooweb.com	1-Jul-99	1-Jul-20
workwhatyougot.com	17-Oct-11	17-Oct-19
wwgnn.com	13-Apr-09	13-Apr-20
www3sears.com	12-Oct-04	12-Oct-19
wwwdelver.com	10-Mar-10	10-Mar-20
wwwgnn.com	13-Apr-09	13-Apr-20
wwwlgnn.com	13-Apr-09	13-Apr-20
wwwsearschoicerewardscom.com	24-Jan-11	24-Jan-20
wwwsearshc.com	28-Mar-18	28-Mar-20
wwwsearsmastercard.com	16-Oct-12	16-Oct-20
wwwsearsportraitstudio.com	23-Jun-05	23-Jun-20
wwwsearssolutions.com	6-Dec-12	6-Dec-18
wwwsearssolutionscard.com	6-Dec-12	6-Dec-18
wwwsearssolutionsmastercard.com	16-Oct-12	16-Oct-20
wwwservicelive.com	8-Oct-09	8-Oct-19
yourbusters.com	20-May-15	20-May-19
yourpersonalshoppersite.com	18-Feb-09	18-Feb-19
yourpointsyourchoice.com	14-Apr-10	14-Apr-20
yoursearshomepro.com	28-Mar-18	28-Mar-20
attention.xxx*	6-Dec-11	
bestofblue.xxx*	6-Dec-11	
blueembrace.xxx*	6-Dec-11	
bluelight.xxx*	6-Dec-11	
bluelightspecial.xxx*	6-Dec-11	
bushwacker.xxx*	6-Dec-11	
comfortfit.xxx*	6-Dec-11	
cominghome.xxx*	6-Dec-11	
cozy-time.xxx*	6-Dec-11	
endurable.xxx*	6-Dec-11	
heroesathome.xxx*	6-Dec-11	
justkidz.xxx*	6-Dec-11	
kidsplay.xxx*	6-Dec-11	
kmart.xxx*	6-Dec-11	
nicetouch.xxx*	6-Dec-11	
passionforever.xxx*	6-Dec-11	
sears.xxx*	6-Dec-11	
texassteer.xxx*	6-Dec-11	

toolterritory.xxx*	6-Dec-11
toughskins.xxx*	6-Dec-11
trustinyourhands.xxx*	6-Dec-11

\*- items denoted with an asterisk are assigned solely to the extent of Sellers' right, title

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## Kmart Corporation

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SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
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SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C. (legal owner) via CSC's local agent Corporation Service Company (UK) Limited (record owner)	Corporation Service Company
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C. (legal owner) via CSC's local agent Corporation Service Company (UK) Limited (record owner)	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.

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SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Global
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C. (legal owner) via CSC's local agent Corporation Service Company (UK) Limited (record owner)	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.

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SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
Kmart Corporation	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
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KMART of Michigan, Inc.	CSC Corporate Domains, Inc.
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Kmart Corporation	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C.	Corporation Service Company
SEARS BRANDS, L.L.C. (legal owner) via CSC's local agent IP MIRROR (HONG KONG) LIMITED (record owner)	IP Mirror Pte. Ltd.
SEARS BRANDS, L.L.C.	IP Mirror Pte. Ltd.
SEARS BRANDS, L.L.C.	CSC Corporate Domains, Inc.
SEARS BRANDS, L.L.C. (legal owner) via CSC's local agent IP MIRROR (HONG KONG) LIMITED (record owner)	IP Mirror Pte. Ltd.
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SEARS BRANDS, L.L.C. (legal owner) via CSC's local agent Corporation Service Company (UK) Limited (record owner)	CSC Corporate Domains, Inc.
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 Footstar Corporation (Record Owner); SEARS  
 BRAND L.L.C. (Legal Owner)

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or interest therein. No representation or warranty is made with respect to the Domain Names der

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**Schedule 2.7(a)**

**Potential Transferred Agreements**

[To be provided by Sellers within 5 Business Days of signing.]

**Schedule 6.1**

**Organization and Good Standing**

1. None.

## Schedule 6.2

### **Authority; Validity; Consents**

1. Approval of the Bermuda Monetary Authority is required for Sears Reinsurance Company, Ltd. to be able to provide its consent.
2. Sears Protection Company Florida may require approval from the Florida Insurance Company Agency.
3. Any approval required under or related to the transfer of the Acquired Foreign Assets or the equity in any Foreign Subsidiary.
4. Any approval required from any Governmental Authority under the following contracts:
  - a. Ecom – Illinois Department of Commerce and Economic Opportunity – Edge Tax Credit Agreement, dated as of October 26, 2012, by and between Sears Holdings Management Corporation and Illinois Department of Commerce and Economic Opportunity.
  - b. Sears Commercial – Michigan State University – 1855 Place-Sales Order, by and between Sears, Roebuck and Co. and Michigan State University.
  - c. Sears Commercial – Michigan State University – B2 & C2 Contract Rider, by and between Sears, Roebuck and Co. and Michigan State University.
  - d. Sears Commercial – Michigan State University – D1 & D2 Sales Order, by and between Sears, Roebuck and Co. and Michigan State University.
  - e. Sears Commercial – Michigan State University – 1855 Place Phase II B1 & C1 – Sales Order, by and between Sears, Roebuck and Co. and Michigan State University.
  - f. Sears Commercial – Michigan State University – A Bldg. – Sales Order, by and between Sears, Roebuck and Co. and Michigan State University.
  - g. Request for Proposals, by and between Innovel Solutions, Inc. and Navy Exchange Service Command, as amended.
  - h. Request for Proposals, by and between Sears Holdings Corporation and Navy Exchange Service Command, as amended.
  - i. Request for Proposals, by and between Sears Holdings Management Corporation and Navy Exchange Service Command, as amended.
  - j. Use and Dissemination Agreement, dated as of July 19, 2018, by and between Sears Holdings Management Corporation and New York State Division of Criminal Justice Services.
  - k. Master Lease, by and between Sears Holdings Management Corporation and Ohio Teachers Retirement.
  - l. Sales Order, by and between Sears, Roebuck and Co. and Portland Community Housing.
  - m. Agreement, by and between Sears, Roebuck and Co. and State of Illinois, Department of Transportation.
  - n. Offshore Department of Economic Development and Commerce Weatherization Assistance Program and Liheap Weatherization Assistance Program, by and between Sears, Roebuck de Puerto Rico and State Office of Energy Policy of Puerto Rico.
  - o. Sales Order, by and between Sears, Roebuck and Co. and The University of Mexico.

- p. Services Agreement, dated as of August 8, 2020, by and between Sears Holdings Management Corporation and United States Postal Service.
- q. 2016 Sears Naming Rights Agreement, by and between Sears, Roebuck and Co. and Village of Hoffman Estates.
- r. 2016 Sears Naming Rights Agreement, dated as of April 27, 2016, by and between Sears, Roebuck and Co. and Village of Hoffman Estates.
- s. Renewal Application for Lottery Retailer's License, dated as of June 22, 2016, by and between Kmart Corporation and Arizona Lottery, as amended.
- t. Arkansas Scholarship Lottery Retailer Contract, dated as of February 8, 2016, by and between Kmart Corporation and Office of the Arkansas Lottery, as amended.
- u. Delaware State Lottery Retailer Agreement, dated as of October 1, 2010, by and between Kmart Corporation and Delaware State Lottery.
- v. Retailer Contract, dated as of March 21, 2016, by and between Kmart Corporation and Florida Lottery.
- w. Retailer Contract, dated as of December 28, 1994, by and between Kmart Corporation and Georgia Lottery Corporation.
- x. Idaho Lottery Retailer Contract, dated as of November 19, 2012, by and between Kmart Corporation and Idaho State Lottery.
- y. Retailer Agreement for the Sale of Lottery Products, dated as of September 30, 2013, by and between Kmart Corporation and State Lottery Commission of Indiana.
- z. Kansas Lottery – Retailer All Games Contract, dated as of September 10, 2013, by and between Kmart Corporation and Kansas Lottery, as amended.
- aa. Kentucky Lottery Retailer License Agreement, dated as of May 19, 2017, by and between Kmart Corporation and Kentucky Lottery Corporation.
- bb. Maine State Lottery Application to Sell Lottery Tickets, dated as of June 15, 2012, by and between Kmart Corporation and Maine State Lottery, as amended.
- cc. [Retailer Lottery License], dated as of June 12, 2017, by and between Kmart Corporation and State of Michigan – Bureau of State Lottery.
- dd. Minnesota State Lottery Retailer Contract for Chain Accounts, dated as of November 15, 2016, by and between Kmart Corporation and Minnesota State Lottery.
- ee. Missouri Lottery Contract Agreement, dated as of November 7, 2016, by and between Kmart Corporation and Missouri Lottery.
- ff. Master Corporate Conditions of Licensing, dated as of December 11, 2013, by and between Kmart Corporation and Montana Lottery.
- gg. New Mexico Lottery Retailer Contract, dated as of June 12, 2015, by and between Kmart Corporation and New Mexico Lottery Authority, as amended.
- hh. New York Lottery Retailer License Agreement, dated as of September 12, 2016, by and between Kmart Operations, LLC and New York State Division of the Lottery.
- ii. North Carolina Education Lottery Retailer Agreement, dated as of May 7, 2008, by and between Kmart Corporation and North Carolina Education Lottery, as amended.

- jj. Retailer Contract, dated as of December 18, 2003, by and between Kmart Corporation and Tennessee Lottery Corporation.
  - kk. Virginia Lottery Retailer Contract, dated as of March 7, 2000, by and between Kmart Corporation and Lottery Commonwealth of Virginia – State Lottery Department.
  - ll. Lottery Retailer Contract Terms and Conditions – Renewal Application, dated as of December 27, 2016, by and between Kmart Corporation and Wisconsin Department of Revenue – Lottery Division.
  - mm. Nondisclosure Agreement, dated as of August 23, 2017, by and between Sears Holding Management Corporation and United States Postal Service, as amended.
  - nn. 2016 Sears Naming Rights Agreement, dated as of May 9, 2016, by and between Sears, Roebuck and Co. and Village of Hoffman Estates.
  - oo. Use & Dissemination Agreement, dated as of August 31, 2018, by and between NYS Division of Criminal Justice Services and Sears Holdings.
  - pp. Edge Tax Credit Agreement, dated as of October 26, 2012, by and between the State of Illinois, acting by and through its Department of Commerce and Economic Opportunity, and Sears Holdings Management Corporation.
5. Collective Bargaining Agreement between Sears, Roebuck and Co. Detroit, MI and Teamsters Local Union No. 243 (Livonia, MI) requires that prior to the conclusion of any sale, conveyance, assignment, or transfer of operations the Employer provide the Union sixty (60) days advance written notice.
  6. Collective Bargaining Agree between Sears, Roebuck and Co. and Teamsters Local Union No. 243 (Detroit, MI) requires that prior to the conclusion of any sale, transaction, conveyance, assignment, or transfer of operations the Employer provide the Union thirty (30) days advance written notice.
  7. Superpriority Junior Lien Secured Debtor-in-Possession Credit Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, the several banks, financial institutions or entities from time to time party thereto as term lenders, and Cantor Fitzgerald Securities, as administrative agent.
  8. Debtor-in-Possession Guarantee and Collateral Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck and Co., Sears Roebuck Acceptance Corp., Kmart Holding Corporation, Kmart Corporation and Cantor Fitzgerald Securities, as collateral agent.
  9. Superpriority Senior Secured Debtor-in-Possession Asset-Based Credit Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, the banks, financial institutions and other institutional lenders party thereto as revolving lenders or term lenders, Bank of America, N.A., as administrative agent, Wells Fargo Bank, National Association, as co-collateral agent and syndication agent, Citigroup Global Markets Inc. as documentation agent, Merrill Lynch, Pierce, Fenner & Smith Incorporation, Citibank, N.A. and Wells Fargo Bank, National Association, as joint lead arrangers and bookrunners.
  10. Debtor-in-Possession Guarantee and Collateral Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck and Co., Sears Roebuck Acceptance Corp.,

Kmart Holding Corporation, Kmart Corporation, and Bank of America, N.A. and Wells Fargo Bank, National Association, as co-collateral agents.

11. Term Loan Credit Agreement, dated January 4, 2018, by and among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, each of Sears Holdings Corporation's other direct or indirect domestic subsidiaries that is or otherwise becomes party thereto, and JPP, LLC, as collateral agent.
12. Intellectual Property Security Agreement, dated January 4, 2018, by and between Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, and each of Sears Holdings Corporations other direct or indirect domestic subsidiaries that is or otherwise becomes party thereto, and JPP, LLC, as collateral agent.
13. Certain permits may require consent for transfer to the Buyer, including, but not limited to, liquor licenses, pharmacy licenses, business licenses, contractor licenses, food retail licenses and service contract registrations.

**Schedule 6.3**

**No Conflict**

**Schedule 6.3(c)**

1. Limited Liability Company Agreement of SHC Desert Springs LLC, dated as of February 29, 2008, by Kmart Corporation, as the Member, and Sears, Roebuck and Co., as a Springing Member.
2. Limited Liability Company Operating Agreement of KCD IP, LLC, dated as of May 18, 2006, by Sears Brands, LLC, as the Member.
3. Limited Liability Company Agreement of SRC Sparrow 1 LLC, dated as of March 14, 2018, by Sears, Roebuck and Co., as the Member.
4. Limited Liability Company Agreement of SRC Sparrow 2 LLC, dated as of March 14, 2018, by SRC Sparrow 1 LLC, as the Member, Jennifer A. Schwartz, as Springing Member 1, and Ricardo Beausoleil, as Springing Member 2.
5. Limited Liability Company Agreement of SRC O.P. LLC, dated as of March 14, 2018, by SRC Sparrow 2 LLC, as the Member, Jennifer A. Schwartz, as Springing Member 1, and Ricardo Beausoleil, as Springing Member 2.
6. Limited Liability Company Agreement of SRC Facilities LLC, dated as of March 14, 2018, by SRC O.P. LLC, as the Member, Jennifer A. Schwartz, as Springing Member 1, and Ricardo Beausoleil, as Springing Member 2.
7. Limited Liability Company Agreement of SRC Real Estate (TX), LLC, dated as of March 14, 2018, by SRC Facilities LLC, as the Member, Jennifer A. Schwartz, as Springing Member 1, and Ricardo Beausoleil, as Springing Member 2.
8. Any approval required under the organizational documents of any non-U.S. Seller.
9. Certain permits may require consent for transfer to the Buyer, including, but not limited to, liquor licenses, pharmacy licenses, business licenses, contractor licenses, food retail licenses and service contract registrations.

**Schedule 6.4**  
**Environmental Matters**

1. On November 7, 2018, SRC Facilities received a notice of violation of hazardous waste storage and handling requirements from the County of Sacramento concerning the location at 1601 Arden Way, Sacramento, CA.
2. On November 1, 2018, Kmart Corporation received a notice of violation of flammable liquid storage requirements from the Western Lakes Fire District concerning the location at 1450 Summit Ave., Oconomowoc, WI.
3. On October 18, 2018, Innovel Solutions Inc. received a notice of violation related to late annual stormwater reporting from the Santa Ana Regional Water Quality Control Board concerning the location at 5691 E. Philadelphia St., Ontario, CA.
4. Seller or a subsidiary has reported releases at the following locations and currently is undertaking investigation, remediation or monitoring or is otherwise awaiting agency feedback on a submitted report:

Unit	City	State	Unit Type	Project	Regulator
6418	Jacksonville	NC	Sears Roebuck and Co	Remedial action	NCDEQ
1300	Oakbrook	IL	Sears Operations LLC	Remedial action	IEPA
1365	Miami/Cutler Rdg	FL	Sears Operations LLC	Remedial action	DERM
1045	Durham-Northgate	NC	Sears Roebuck and Co	Remedial action	NCDEQ
1053	Saugus	MA	Sears Operations LLC	Remedial action	MADEP
1345	Hialeah/Weistland	FL	Sears Operations LLC	Remedial action	FDEP
1125	Coral Gables	FL	Sears Roebuck and Co	Groundwater sampling - annual	DERM
1248	Hayward	CA	Sears Roebuck and Co	Groundwater sampling - annual	San Francisco Bay Regional Water Quality Control Board

6636	Key West	FL	Sears Roebuck and Co	Groundwater sampling - annual	FDEP
6218	Aiea Oahu	HI	Sears Roebuck and Co	Hydraulic Lifts	Hawaii Department of Health
1195	Ft Lauderdale	FL	Sears Roebuck and Co	Used Oil	FDEP
6854	Hackensack	NJ	Sears Roebuck and Co	Heating Oil	NJDEP
1570	Schaumburg	IL	SRC Facilities LLC	Gasoline	IEPA
8975	Rio Piedras	PR	Sears Roebuck De Puerto Rico, Inc	Used Oil	Puerto Rico Environmental Quality Board
475	Jacksonville	FL	Innovel Solutions, Inc	Mixed	FDEP
8137	Houston	TX	Sears Roebuck and Co	Gasoline	TCEQ PST Division
3127	Temecula	CA	Kmart	Remedial action	
425	Jacksonville	FL	Sears Roebuck and Co	Gasoline	FDEP
1205	Pompano Beach	FL	Sears Roebuck and Co	Gasoline Hydraulic lifts	
3380	Waterville	ME	Kmart	Remedial action	
1328	Las Vegas	NV	Sears Roebuck and Co	Gasoline	
2065	Brunswick	GA	Sears Roebuck and Co	Remedial action	
1100	Flint	MI	Sears Roebuck and Co	Remedial action	
1106	Jackson	MI	Sears Roebuck and Co	Remedial action	
2374	Vineland	NJ	Sears Roebuck and Co	Gasoline	
1610	Northgate	OH	Sears Roebuck and Co	Gasoline	
8137	Houston	TX	Sears Roebuck and Co	Gasoline	
1077	Shreveport	LA	Sears Roebuck and Co	Gasoline	
2040	Battle Creek	MI	Sears Roebuck and Co		

**Schedule 6.5**

**Title to Acquired Assets**

1. Schedule 1.1(j) is incorporated herein by reference.
2. The following mechanic's liens have been alleged or asserted against the Potential Acquired Assets:

RE ID	ST	Name	Address	Detail	Lien Claim Amt
108800	CA	Glendale	236 N Central Ave	Northstar Recovery Services, Lien	\$130,158.00
384200	CA	Oakdale	175 Maag Avenue	Northstar Recovery Services, Lien	\$7,802.56
110800	CA	Temecula	40710 Winchester Rd	ICE Builders, Lien	\$130,158.00
472500	FL	Key West	2928 North Roosevelt Blvd	Simon Roofing & Sheet Metal Corp. lien	\$26,558.15
130000	IL	Oakbrook	2 Oakbrook Ctr	NetRelevance Lien \$228,939.15 Continental Electrical Construction Lien \$55,547.00; CRB Commercial Interiors, Inc. \$115,934.25; NIR Roof Care, Inc. Lien \$29,210.00	\$429,630.40
305900	MN	St. Paul	245 E Maryland Ave	Northland Mechanical Contractors, Lien	\$9,918.90
275500	NC	Jacksonville	344 Jacksonville Mall	Northstar Recovery Services, Lien	\$29,682.98
143400	NJ	Wayne	50 Route 46	Schindler Elevator Corp. Lien	\$56,866.00
166800	NV	Las Vegas (Meadows)	4000 Meadow Ln	ICE Builders, Lien for \$847,301.01; Gray ICE Builders, Lien for \$7,098.88; Construction Group International, Lien for \$26,466.00; Holm Electric LV LLC, Lien for \$76,217.45	\$957,083.34
399300	PR	Juana Diaz	State Rd 149&State Rd 584	Retail Contractors of Puerto Rico; Juana Diaz, PR - Hurricane repairs; letter ceasing work until we renegotiate terms. Letter sent by	0

FILED DATE: 5/19/2021 1:27 PM 2020L012403

RE ID	ST	Name	Address	Detail	Lien Claim Amt
				Michael Doron, PE - Dir. of Construction <sup>3</sup>	
157000	IL	Schaumburg	2 Woodfield Mall	Northstar Recovery Services, Lien	\$34,493.96
472600	NY	Jamestown	975 Fairmount Ave	Guy Roofing Inc, Lien	\$27,670.00
179500	SC	Myrtle Beach	1200 Coastal Grand Circle	Guy Roofing Inc, Lien	\$25,440
224700	TX	Laredo	5300 San Dario Ave	The Brandt Companies, Lien	\$10,738.50
45113	IA	Des Moines	1605 NE 58 <sup>th</sup> Ave	Northstar Recovery Services, Lien	\$52,458.71
1052	MN	St. Paul		Northland Mechanical Contractor's Lien	\$2,237.00
1112	MN	Minnetonka		Northland Mechanical Contractor's Lien	\$5,373.81
1137	TX	Austin		Northstar Recovery Services	\$10,616.98
1484	PA	Reading		NetRelevance Mechanics Lien	\$1,268.40
1668	NV	Las Vegas (Meadows)		Ice Builder's Mechanic's Lien	\$847,301.01
1668	NV	Las Vegas (Meadows)		Grey Ice Builders	\$7,098.88
1668	NV	Las Vegas (Meadows)		Construction Grp Int'l	\$26,466.00
1668	NV	Las Vegas (Meadows)		Holm Electric LV LLC	\$76,217.45

<sup>3</sup> Amount of claim not provided.

RE ID	ST	Name	Address	Detail	Lien Claim Amt
1668	NV	Las Vegas (Meadows)		Ice Builders	\$22,500.00
1944	NY	Yorktown Hts		NetRelevance Mechanics Lien	\$97,640.51
1944	NY	Yorktown Hts		Healy Electric Contracting	\$107,471.10
1944	NY	Yorktown Hts		Sun industrial Inc./Peter Gisondi & Co. Inc.	\$44,073.93
2147	TX	Irving		Northstar Recovery Services Mechanics Lien	\$15,307.69
2147	TX	Irving		The Brandt Companies, LLC	\$11,899.00
2605	PA	State College		NetRelevance Mechanics Lien	\$996.40
470	IL	Manteno		N.L.M.S., Inc. Mechanics Lien (Manteno Property A: #440 and #470)	\$154,376.10
1032	MN	Brooklyn Center		Northland Mechanical Contractor's Lien	\$5,372.81
1634	FL	Jacksonville		Northstar Recovery Services	\$14,444.15
1634	FL	Jacksonville		Northstar Recovery Services	\$52,658.79
2451	CO	Greely		Northstar Recovery Services	\$90,409.99
2451	CO	Greely		Exteriors By Design Inc.	\$244,475.65

**Schedule 6.6**

**Real Property**

**Schedule 6.6(a)**

1. Schedule 6.5 is incorporated herein by reference.
2. The following is a list of tenancies applicable to the Owned Real Property:

<b><u>Store #</u></b>	<b><u>City</u></b>	<b><u>ST</u></b>	<b><u>Tenant Legal Entity Name</u></b>	<b><u>Tenant Sq. Ft</u></b>	<b><u>Tenant Lease Year Executed</u></b>	<b><u>Tenant Lease Expiration Date</u></b>
490	Hoffman Estates	IL	Board of Trustees of Northern Illinois University (d/b/a Niu Parking)	N/A	2016	6/30/2020
490	Hoffman Estates	IL	Sprintcom Inc. (DBA "Sprint")		2000	11/7/2018*
490	Hoffman Estates	IL	Kum Cha Truscott (DBA "Evergreen Cleaners")	626	2003	11/30/2018 *
490	Hoffman Estates	IL	Sears Auto Center (Atrium)	656	2007	MTM
490	Hoffman Estates	IL	Hairstylist Management Systems, Inc	983	2009	MTM
490	Hoffman Estates	IL	International Business Machines Corporation	210	1999	12/31/2019
490	Hoffman Estates	IL	Sedgwick Claims Management Services, Inc.	23,350	2009	7/31/2021
490	Hoffman Estates	IL	Hoffman Estates Latus, LLC (DBA "Sbarro")	1,000	2011	11/30/2021
490	Hoffman Estates	IL	Panda Express, Inc.	1,000	2011	7/24/2021
490	Hoffman Estates	IL	Sears Hometown & Outlet Stores, Inc.	35,942	2012	10/31/2022
490	Hoffman Estates	IL	The Salvation Army		2013	6/30/2099
490	Hoffman Estates	IL	RH Tax and Financial Services d/b/a "Jackson Hewitt"	366	2015	8/31/2020
490	Hoffman Estates	IL	Sears Hometown & Outlet Stores, Inc.	5,017	2016	MTM
490	Hoffman Estates	IL	Squadhelp, Inc. (DBA "Leapmatrix Inc.")	365	2016	12/31/2018 *
490	Hoffman Estates	IL	David L. Templer Insurance Agency, LLC	462	2008	9/30/2020
490	Hoffman Estates	IL	Bright Horizon's	19,500	2017	8/31/2022

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
490	Hoffman Estates	IL	Fifth Third Bank		2017	12/31/2020
490	Hoffman Estates	IL	(DBA "ST Messaging Services (formerly Skytel)")			MTM
490	Hoffman Estates	IL	T-Mobile	N/A	3/1/2016	1/31/2021
1011	Grandville	MI	Lands' End, Inc.	4,621	2014	1/31/2020
1023	Dulles/ Loudoun County	VA	Lands' End, Inc.	9,535	2014	1/31/2019
1029	Spokane	WA	Price Spokane Limited Partnership		1999	9/26/2040
1029	Spokane	WA	Lands' End, Inc.	6,049	2014	1/31/2019
1033	North Attleboro	MA	Lands' End, Inc.	7,609	2014	1/31/2019
1068	Palmdale	CA	Antelope Valley Mall Developers	983,699	1989	12/31/2059
1068	Palmdale	CA	Metro Floors Inc.	18,000	1996	10/31/2022
1074	Waldorf/St Charles	MD	Lands' End, Inc.	8,771	2014	1/31/2020
1075	Daytona Beach	FL	Volusia Mall LLC (Developer)		2001	12/31/2018 *
1110	Portage	MI	Lands' End, Inc.	5,178	2014	1/31/2020
1120	Columbus	OH	Lands' End, Inc.	8,374	2014	1/31/2020
1136	Hoover (Birmingham)	AL	Lands' End, Inc.	4,215	2014	1/31/2020
1155	Kennesaw	GA	Lands' End, Inc.	8,086	2014	1/31/2019
1171	Springfield	MO	Lands' End, Inc.	4,748	2014	1/31/2020
1182	St Peters	MO	Lands' End, Inc.	8,004	2014	1/31/2019
1187	Mesquite	TX	Boot Barn (FKA Sheplers, Inc.)		1981	7/31/2020
1192	Muskegon	MI	Lands' End, Inc.	4,261	2014	1/31/2020

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1224	Harrisburg	PA	Penrac, LLC (DBA "Enterprise Rent-A-Car")	29 Parking Spaces	2007	4/30/2022
1224	Harrisburg	PA	Rare Hospitality International, Inc. c/o Darden Restaurants Inc. (DBA "Longhorn Steakhouse")	14,132	2012	4/30/2024
1224	Harrisburg	PA	Lands' End, Inc.	7,435	2014	1/31/2019
1268 <sup>4</sup>	Buena Park	CA	Newkoa, LLC	542 Parking Spaces	1980	9/30/2049
1268	Buena Park	CA	Newkoa, LLC		2013	9/30/2019
1271	Littleton	CO	Lands' End, Inc.	5,885	2014	1/31/2020
1278 <sup>5</sup>	Torrance	CA	Fourth Searsvale Properties Inc		1979	
1278	Torrance	CA	Del Amo Mills LP	87,800	1980	6/30/2049
1278	Torrance	CA	First States Investors Realty LLC	35,000	1983	6/30/2019
1278	Torrance	CA	Lands' End, Inc.	7,489	2014	1/31/2020
1285	Orlando-South	FL	Promenade II (DBA "Florida Mall Hotel")		2011	10/31/2022
1297	Hurst	TX	Simon Property Group (Texas) LP	1.788 acres	1999	8/2/2038
1297	Hurst	TX	Chesapeake Exploration LLC	10.875 acres	2011	5/10/2038
1314	New Brunswick	NJ	OTB Acquisitions	1.56 acres	1996	2/28/2023
1314	New Brunswick	NJ	HOP New Brunswick (DBA "Houlihan's")		2002	11/30/2023
1314	New Brunswick	NJ	Lands' End, Inc.	7,107	2014	1/31/2020
1314	New Brunswick	NJ	Cellco Partnership (DBA "Verizon Wireless")	13	2014	1/31/2020
1354	Willow Grove	PA	Lands' End, Inc.	8,635	2014	1/31/2019

<sup>4</sup> Owned/Lease

<sup>5</sup> Owned/Ground Lease

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1354	Willow Grove	PA	Primark Us Corp.	77,615	2014	10/30/2024
1364	Lake Grove	NY	Lands' End, Inc.	7,133	2014	1/31/2019
1407	Beaumont	TX	Parkdale Mall			
1443	Manchester	CT	Lands' End, Inc.	6,482	2014	1/31/2019
1447	Hulen	TX	Xto Energy Inc	14.11 acres	2008	10/22/2050
1447	Ft Worth	TX	Lands' End, Inc.	4,387	2014	1/31/2019
1460	Livonia	MI	Lands' End, Inc.	5,116	2014	1/31/2020
1475	Durham	NC	Lands' End, Inc.	7,596	2014	1/31/2020
1570	Schaumburg	IL	Namco entertainment Inc. (DBA "Level 257")	41,960	2013	2/28/2025
1570	Schaumburg	IL	Lands' End, Inc.	6,552	2014	1/31/2020
1590	Saginaw	MI	Central Florida Restaurants Inc	86,876	2001	11/30/2021
1595	Greenville	SC	Forever 21Retail, Inc. (Winter 2014)	15,481	2012	8/31/2023
1595	Greenville	SC	Lands' End, Inc.	5,742	2014	1/31/2019
1605	Raleigh	NC	Lands' End, Inc.	7,204	2014	1/31/2019
1614	Livingston	NJ	Lands' End, Inc.	8,270	2014	1/31/2019
1634	Baltimore	MD	Security Square Associates		1997	9/30/2022
1650	Merrillville	IN	Gary Joint Venture		1987	9/17/2039
1710	North Olmsted	OH	Steak and Ale of OH, Inc.			
1710	North Olmsted	OH	George Group-Great Northern Ltd (DBA "Harry Buffalo Restaurant & Lounge")	6,342	2009	8/31/2019
1710	North Olmsted	OH	Star-West Great Northern Mall LLC		2013	11/30/2023
1710	North Olmsted	OH	Lands' End, Inc.	8,789	2014	1/31/2020

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1760	Novi	MI	Lands' End, Inc.	8,769	2014	1/31/2019
1764	Rockaway	NJ	Raymours Furniture Company, Inc	38,678	2015	8/31/2026
1800	Mishawaka	IN	Lands' End, Inc.	5,927	2014	1/31/2020
1804	Barboursville	WV	Lands' End, Inc.	8,441	2014	1/31/2019
1853	Wilmington	DE	Lands' End, Inc.	8,415	2014	1/31/2019
1854	Parkville	MD	Lands' End, Inc.	7,928	2014	1/31/2020
1974	Roanoke	VA	Cheddars Casual Café	20,447	2010	10/31/2020
2092	Appleton	WI	Lands' End, Inc.	5,792	2014	1/31/2020
2183	S Portland	ME	Maine Mall		1982	
2183	S Portland	ME	OTB Acquisition LLC (DBA "On the Border #146")	6,585	1999	11/30/2019
2183	So Portland	ME	Lands' End, Inc.	5,564	2014	1/31/2019
2191	Lincoln	NE	Bair / Superior Pointe?	See docs	See docs	See docs
2191	Lincoln	NE	McDonald's Corporation		1981	8/4/2081
2191	Lincoln	NE	A.T. Thomas Jewelers	5,000	2005	6/30/2025
2191	Lincoln	NE	GMRI, Inc.	2.01 acres	2012	10/31/2022
2309	Silverdale	WA	Kitsap Mall, LLC	1.75 acres	1984	8/7/2024
2309	Silverdale	WA	Lands' End, Inc.	4,226	2014	1/31/2019
2497	Brownsville	TX	CBL & Associates Management Inc	119,790	2000	
3088	Kenosha	WI	Albor Restaurant Group, LLC (DBA "Taco Bell")	2,646	1994	4/30/2031
3088	Kenosha	WI	Dollar Tree Stores, Inc #3811	10,520	2002	5/31/2018*
3088	Kenosha	WI	Limitless PCS, Inc. (DBA "Metro PCS")	1,600	2015	3/3/2020
3433	Holyoke	MA	D'Angelo's Restaurant	1,800	1983	6/30/2024

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
3433	Holyoke	MA	Taco Bell	2,850	2010	11/30/2030
3433	Holyoke	MA	Sears Outlet Stores, LLC	18,012	2012	12/31/2018 *
3699	Apple Valley	CA	Blessing Nails	800	1994	12/31/2021
3699	Apple Valley	CA	Mina Patel d/b/a Smoke 4 Less	800	2007	10/31/2021
3699	Apple Valley	CA	Ye Old Tyme Barber Shoppe	1,000	2006	9/30/2022
3722	Burlington	WA	Payless Shoe Source, Inc. #653	3,600	1989	6/30/2020
3722	Burlington	WA	Phan Thuy Anh & Nguyen Vu Tan (DBA "Hi-Tek")	1,200	2008	6/30/2021
3722	Burlington	WA	Rent-A-Center West, Inc.	1,720	2011	3/31/2021
3722	Burlington	WA	PACIFIC NW PROPERTIES I	3,600	2016	1/31/2099
4857	Desert Hot Springs	CA	Yucaipa Trading Co., Inc. (DBA "Rio Ranch Market")	27,917	2017	1/31/2027
6298	Sparks	NV	Sears Outlet Stores, LLC	20,098	2012	12/31/2022
8702	Minneapolis	MN	Rail Way Restoration Inc	10,500	2003	8/31/2019
8702	Minneapolis	MN	Oopegard Vending	835	2007	4/30/2019
8702	Minneapolis	MN	Sears Home Improvement Products, Inc. (Embedded)	15,300		
8717	Houston	TX	Holliday Door & Gate, LLC	12,000	2003	2/28/2019
8717	Houston	TX	Sears Outlet Stores, LLC	82,593	2012	12/31/2022
8755	Tucker	GA	Sears Outlet Stores, LLC	133,404	2012	12/31/2022
8975	Rio Piedras	PR	Sears Outlet Stores, LLC	36,472	2012	12/31/2022
9255	Palmer	MA	Gil's Gym and Racquet Health Club LLC	18,512	2006	11/30/2018 *
9394	Fajardo	PR	AutoZone Puerto Rico, Inc.	10,530	2013	1/31/2024
1310	Elyria	OH	Red Lobster	59,300		8/31/2027
1610	Cincinnati Northgate	OH	Lands' End, Inc.	5,933		1/31/2019

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
3544	Salem (Store Closing)	VA	West Main Hair Salon	1,120		1/31/2019
3544	Salem (Store Closing)	VA	Sally Beauty Company, Inc.	1,600		11/30/2020
3544	Salem (Store Closing)	VA	Ups Store	1,600		9/30/2018*
3544	Salem (Store Closing)	VA	Chick-Fil-A Inc	33,799		4/30/2022
4395	Cudahy	WI	Sears Outlet Stores, LLC	21,070		12/31/2020
8245	St. Petersburg	FL	Sears Outlet Stores, LLC	58,617		9/30/2022
8254	Rochester	NY	Sears Home Improvement Products, Inc. (Embedded)	500		
8345	Virginia Beach	VA	Sears Home Improvement Products, Inc. (Embedded)	1,500		
8935	Rio Piedras	PR	Sears Home Improvement Products, Inc. (Embedded)	4,813		
26185	Clarksville	IN	Peddlers Mall	108,813		12/31/2019
26731	Dublin	OH	AT&T	2,435		3/31/2028
26731	Dublin	OH	Sport Clips	1,200		4/30/2028
26731	Dublin	OH	Starbucks	2,050		1/31/2029
26731	Dublin	OH	Zoup!	2,100		12/31/2028
30934	N Memphis	TN	First Tennessee Bank	4,338		1/31/2022
30961	Grensboro	NC	National Distribution Centers, LLC	1,546,815		1/31/2022
61540	Indianapolis	IN	Cinema Veterans LLC – Keep For Tax Tracking Purpose	236,190		
1012	Des Moines	IA	ABBELL CREDIT CORPORATION			11/5/28
1012	Des Moines	IA	LAMAR COMPANY LLC	300		11/5/28
1077	Shreveport	LA	Mall St Vincent LP			12/31/24
1730	Florence	KY	Lands' End, Inc.	6,338		1/31/19

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
2290	Michigan City	IN	First Source Bank	40,950		12/31/22
2934	Taunton	MA	Silver City Galleria			10/31/55
8217	Ft. Worth	TX	Sears Home Improvement Products, Inc. (Embedded)	3,500		

\*Recently Expired

3. The leases for the foregoing tenancies have been provided in the data rooms operated by the Company on the Intralinks platform.
4. The following is a list of licenses applicable to the Owned Real Property or Lease Premises

<u>RE ID</u>	<u>City</u>	<u>State/ Locality</u>	<u>SHC Format</u>	<u>Close Date</u>	<u>Active Licensed Businesses in Store</u>
1206	North Little Rock	AR	Sears FLS		Universal Vending, Avis/Budget Car Rental
49028	Tempe	AZ	Call Center		Universal Vending
49011	Tucson	AZ	Call Center		Universal Vending
1768	Paradise Vly	AZ	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
1798	Glendale	AZ	Sears FLS		Luxottica Optical, Picture People Portrait, Universal Vending
2218	Prescott	AZ	Sears FLS		Luxottica Optical, Universal Vending, Avis/Budget Car Rental
4996	Tucson	AZ	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, Distributech
8253	McClellan	CA	RTG CTR		Universal Vending
8258	Lakewood	CA	RSVC		Universal Vending
8369	Santa Ana	CA	RSVC		Universal Vending removed 1/31/18
3531	Pinole	CA	Kmart		Western Union, Cardtronics ATM, Lottery, Universal Vending, KeyMe, Dacra Glass
7165	Camarillo	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe
3834	Burbank	CA	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, KeyMe, Coinstar
2138	Santa Barbara	CA	Sears FLS	1/20/2019	Universal Vending
31882	San Diego	CA	Kmart	x/x/xx	Kmart 4290 closed
1868	Moreno Vly	CA	Sears FLS		Luxottica Optical, Universal Vending, Avis/Budget Car Rental
1968	Palm Desert	CA	Sears FLS		Luxottica Optical, Universal Vending
1148	Ventura	CA	Sears FLS		Repair & Wear Watch Repair, Universal Vending
1189	West Covina	CA	Sears FLS		Luxottica Optical, Universal Vending
3501	Paradise	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending
3235	West Covina	CA	Kmart		Universal Money ATM, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar

<u>RE ID</u>	<u>City</u>	<u>State/ Locality</u>	<u>SHC Format</u>	<u>Close Date</u>	<u>Active Licensed Businesses in Store</u>
4047	Costa Mesa	CA	Kmart		Western Union, Universal Money ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
9328	Livermore	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
3828	Temecula	CA	Kmart	1/20/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending
2728	Downey	CA	Sears Auto Center		Universal Vending
2798	Palm Desert	CA	Sears Auto Center		Universal Vending
3127	Temecula	CA	Kmart		Western Union, Universal Money ATM, Lottery, Universal Vending, NEN Amusement vending, KeyMe
1221	Chapel Hills	CO	Sears FLS	3/24/2019	Universal Vending, Avis/Budget Car Rental
1111	Colorado Springs	CO	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending, Keyless Key Shop
7725	Rehoboth Beach	DE	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Avis/Budget Car Rental
425	Jacksonville	FL	RRC		Universal Vending
2315	Jensen Bch(Stuart)	FL	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
2145	Port Charlotte	FL	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
1755	Boynton Beach	FL	Sears FLS	1/20/2019	Luxottica Optical, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental, iCan Health Benefits
4893	Ellenton	FL	Kmart	3/24/2019	Western Union, Intelicom Wireless, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
7321	Bradenton	FL	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
1495	Ft Myers	FL	Sears FLS		Luxottica Optical, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental
6820	Boynton Beach	FL	Sears Auto Center		Universal Vending
2505	Covington	GA	Sears FLS	3/24/2019	Luxottica Optical

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8158	Honolulu	HI	SVC CTRL		Universal Vending
2278	Idaho Falls	ID	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
7289	Steger	IL	Kmart		Western Union, Universal Money ATM, Universal Vending, Dacra Glass
3371	Chicago	IL	Kmart	1/20/2019	Western Union, Universal Money ATM, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
2990	Rockford- Cherryvale	IL	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending, Avis/Budget Car Rental
1640	Elk Grove Vlg	IL	Sears FLS	3/24/2019	Universal Vending
2936	Chicago	IL	Sears Auto Center		Universal Vending
9030	Peru	IN	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending
1226	Metairie	LA	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending, Avis/Budget Car Rental
4810	Metairie	LA	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
3288	Billerica	MA	Kmart		Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
1424	Bethesda	MD	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending, Keyless Key Shop
1754	Gaithersburg	MD	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Universal vending, Avis/Budget Car Rental
3131	Frederick	MD	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
1773	Prince Frederick	MD	Sears FLS	3/24/2019	Luxottica Optical, Picture People Portrait, Universal Vending
3380	Waterville	ME	Kmart	1/20/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
6232	Roseville	MI	Sears Auto Center		Universal Vending
4351	Rochester	MN	Kmart	3/24/2019	Western Union, Universal Money ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
9353	Crystal City	MO	Kmart	3/24/2019	Western Union, Lottery, Universal Vending,

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					NEN Amusement Vending, Dacra Glass
2106	Tupelo	MS	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
9520	Gulfport	MS	Kmart	3/24/2019	Western Union, Universal Vending
9619	Morehead City	NC	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending
1375	Winston Salem	NC	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending, Avis/Budget Car Rental
3886	Asheville	NC	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
9549	Morganton	NC	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending
4022	Grand Forks	ND	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass
9319	Alliance	NE	Kmart	3/24/2019	Western Union, Universal Vending, Coinstar
2421	Grand Island	NE	Sears FLS	1/20/2019	Universal Vending
1313	Nashua	NH	Sears FLS		Picture People Portrait, Universal Vending
3071	Toms River	NJ	Kmart	3/24/2019	Universal Money ATM, Universal Vending, NEN Amusement Vending, Distributech, Coinstar
2597	Farmington	NM	Sears FLS		Universal Vending
1668	Las Vegas(Meadows)	NV	Sears FLS		Luxottica Optical, Picture People Portrait, Repair & Wear Watch Repair, Universal Vending
1328	Las Vegas(Blvd)	NV	Sears FLS	3/24/2019	Universal Vending
1828	Las Vegas	NV	Sears FLS	1/20/2019	Luxottica Optical, Ignazio Lanzafame Watch Repair, Universal Vending
9274	Greenwich	NY	Kmart	3/24/2019	Western Union, Lottery, Universal Vending
2173	Saratoga	NY	Sears FLS	1/20/2019	Universal Vending
2683	Watertown	NY	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
9381	Huntington	NY	Kmart	1/20/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech, Coinstar
1624	Sidney	NY	Sears FLS		Universal Vending
2626	College Point	NY	Sears Auto Center		Universal Vending

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2741	Massapequa	NY	Sears Auto Center		Universal Vending
3013	Cleveland	OH	Kmart	3/24/2019	Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
9096	Fostoria	OH	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
3142	Tallmadge	OH	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
1280	Springdale	OH	Sears FLS	8/5/2018	Family Dental Care Associates is still temporarily operating in the closed FLS
2001	Piqua	OH	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
3243	North Canton	OH	Kmart		Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
3839	Corvallis	OR	Kmart	3/24/2019	Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass
2715	Salem	OR	Sears Auto Center		Universal Vending
2074	Stroudsburg	PA	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
2494	Altoona	PA	Sears FLS	3/24/2019	Luxottica Optical, Beauty Express Hair Salon, Universal Vending
1484	Reading	PA	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending
2605	State College	PA	Sears Auto Center		Universal Vending
4113	Erie	PA	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
3527	Philadelphia	PA	Kmart	1/20/2019	Western Union, Universal Money ATM, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Distributech, Dacra Glass
1154	Whitehall	PA	Sears FLS		Luxottica Optical, Beltone Hearing, Universal Vending
3361	Allentown	PA	Kmart	1/31/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, N EN Amusement Vending, KeyMe, Coinstar
4064	North Versailles	PA	Kmart	1/20/2019	Western Union, Lottery, Universal Vending, NN Amusement Vending, KeyMe, Dacra Glass, Parking Lot (JDM Structures)
7293	Chambersburg	PA	Kmart		Western Union, Lottery, Universal Vending, N

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					EN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
1834	North Versailles	PA	Sears FLS		Luxottica Optical, Universal Vending
1935	Mayaguez	PR	Sears FLS		Mayaguez Optical, Hearing Aid Associates, Select Salons Hair Salons, Universal Vending, Travel Concepts, Avis/Budget Car Rental, Banco Popular ATM, Blanco Velez Men's Suits, Universal Sunglasses, Libreria Mundo Escovar Books
3896	San German	PR	Kmart	1/20/2019	Western Union, Banco Popular ATM, Universal vending, NEN Amusement Vending, Coinstar, MCS Advantage
4490	San Juan	PR	Kmart	1/20/2019	Western Union, Banco Popular ATM, Lottery, Universal Vending, NEN Amusement Vending, H&R Block Tax, Coinstar, Yogen Frusz, Mini Gold Watch Repair, MCS Advantage, MMM Holdings
4858	Caguas	PR	Kmart	1/20/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, MMM Holdings
3853	Guayama	PR	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, H&R Block Tax, Parking Lot (Auto-Lux Mobile Car Wash), MCS Advantage, Triple-S Salud, MMM Holdings
7062	Sumter	SC	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass
2807	Rock Hill	SC	Sears FLS	1/20/2019	Luxottica Optical, Universal Vending, Avis/Budget Car Rental
4170	Rapid City	SD	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass
2036	Jackson	TN	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
9735	Sevierville	TN	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending
2226	Murfreesboro	TN	Sears FLS	1/20/2019	Universal Vending
2156	Maryville	TN	Sears FLS	1/20/2019	Universal Vending
9507	San Antonio	TX	MSO		Universal Vending
2557	Longview	TX	Sears FLS	1/20/2019	Universal Vending

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1387	Amarillo	TX	Sears FLS	3/24/2019	Universal Vending, Avis/Budget Car Rental
1367	Waco	TX	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
2487	Killeen	TX	Sears FLS	3/24/2019	Universal Vending
2435	Charlottesville	VA	Sears FLS	3/24/2019	Universal Vending, Avis/Budget Car Rental
3750	Waupaca	WI	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass
3692	Oconomowoc	WI	Kmart	3/24/2019	Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech
6375	Bridgeport	WV	Sears Auto Center		Universal Vending
1788	Richmond	CA	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Universal Vending
1075	Daytona Beach	FL	Sears FLS	3/24/2019	Luxottica Optical, Action Time Watch Repair, Universal Vending
470	Manteno	IL	CDFC		Universal Vending
2632	Fairview Hts	IL	Sears Auto Center	1/19/2018	Universal Vending
1475	Durham	NC	Sears FLS	3/24/2019	Universal Vending
1216	Memphis/Southland	TN	Sears FLS	1/20/2019	Universal Vending, Avis/Budget Car Rental
4395	Cudahy	WI	Kmart	1/20/2019	Western Union, Cardtronics ATM, Lottery, Universal vending, NEN Amusement Vending, Dacra Glass, Distributech
8217	Ft. Worth	TX			Universal Vending
8147	San Antonio	TX			Universal Vending
100700	Brandon	FL	Sears FLS		Luxottica Optical, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental
100800	Boyle	CA	Sears FLS		Luxottica Optical, Picture People Portrait, H&R Block Tax, Universal Vending, Hugo Gonzalez Watch Repair
101300	Glen Burnie	MD	Sears FLS		Luxottica Optical, Universal Vending
101800	Baldwin Hills	CA	Sears FLS		Luxottica Optical, Universal Vending, KeyMe
102400	Falls Church	VA	Sears FLS		Luxottica Optical, Universal Vending, KeyMe

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104100	Omaha	NE	Sears FLS	3/24/2019	Universal Vending
104200	Joplin	MO	Sears FLS		Universal Vending
104400	Jersey City/Newport	NJ	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Universal Vending, KeyMe
104500	Durham-Northgate	NC	Sears FLS		Universal Vending
104800	Pasadena	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Repair and Wear Watch Repair, Universal Vending
105300	Saugus	MA	Sears FLS		Universal Vending, Avis/Budget Car Rental
106600	The Avenues	FL	Sears FLS		Luxottica Optical, Nadar Zarou Watch Repair, Universal Vending
107300	Exton	PA	Sears FLS		Universal Vending
108100	Heath	OH	Sears FLS		Luxottica Optical, Universal Vending
108500	Caguas	PR	Sears FLS		Hearing Associates Hearing Aids, Select Salons Hair Salon, Universal Vending, Travel Concepts, Banco Popular ATM, Universal Sunglasses, Liberia Mundo Escolar Books
108800	Glendale	CA	Sears FLS		Luxottica Optical, Repair and Wear Watch Repair, Universal Vending
109200	Westland	MI	Sears FLS		Luxottica Optical, Easy Method Driving School
109400	Hackensack	NJ	Sears FLS		Universal Vending, Keyless Key Shop
109700	San Antonio	TX	Sears FLS		Luxottica Optical, Universal Vending
109800	Clovis	CA	Sears FLS		Luxottica Optical, Universal Vending
110800	Temecula	CA	Sears FLS		Luxottica Optical, Universal Vending
111100	Colorado Springs	CO	Sears FLS		Luxottica Optical, Universal Vending, Keyless Key Shop
111400	Brooklyn	NY	Sears FLS		Luxottica Optical, Universal Vending, KeyMe (with Kmart in basement with Western Union, Lottery)
112500	Coral Gables	FL	Sears FLS		Luxottica Optical, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental
112700	Shepherd	TX	Sears FLS		Luxottica Optical, Universal Vending, Outside Key Shop
113300	Leominster	MA	Sears FLS		Luxottica Optical, Universal Vending
113900	Tukwila	WA	Sears FLS		Luxottica Optical, Universal Vending

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114100	Aurora	CO	Sears FLS		Universal Vending
114800	Ventura	CA	Sears FLS		Repair and Wear Watch Repair, Universal Vending
114900	Whittier	CA	Sears FLS		Luxottica Optical, Beltone Hearing, Universal Vending, KeyMe
115400	Whitehall	PA	Sears FLS		Luxottica Optical, Beltone Hearing, Universal Vending
116100	Wichita-Town East	KS	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending, Avis/Budget Car Rental, Safelite Auto Glass
116800	No Hollywood	CA	Sears FLS		Luxottica Optical, Universal Vending
117000	Lansing	MI	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Universal Vending, Keyless Key Shop
118900	West Covina	CA	Sears FLS		Luxottica Optical, Universal Vending
119500	Ft Lauderdale	FL	Sears FLS		Action Time Watch Repair, Universal Vending
120400	Freehold	NJ	Sears FLS		Beltone Hearing, Universal Vending
120600	North Little Rock	AR	Sears FLS		Universal Vending, Avis/Budget Car Rental
120700	Richardson	TX	Sears FLS	3/24/2019	Universal Vending, SSES Driving School
120800	Fresno	CA	Sears FLS		Repair and Wear Watch Repair, Universal Vending
121000	Polaris	OH	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
121200	N Riverside	IL	Sears FLS		Luxottica Optical, Picture People Portrait, Universal Vending, KeyMe
121300	Auburn	MA	Sears FLS		Luxottica Optical, Universal Vending
122100	Chapel Hills	CO	Sears FLS	3/24/2019	Universal Vending, Avis/Budget Car Rental
122300	Brockton-Westgate	MA	Sears FLS		Universal Vending
122600	Metairie	LA	Sears FLS	3/24/2019	Luxottica Optical, Jackson Hewitt Tax, Universal Vending, Avis/Budget Car Rental
124300	Hanover	MA	Sears FLS		Universal Vending
124800	Hayward	CA	Sears FLS		Luxottica Optical, Ansari Mohsen Dental, Repair and Wear Watch Repair, Beauty Express Hair Salon, Universal Vending
126800	Buena Park	CA	Sears FLS		Luxottica Optical, Repair and Wear Watch Repair, Universal Vending, KeyMe
127400	Chesterfield	VA	Sears FLS		Universal Vending

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127800	Torrance	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Repair and Wear Watch Repair, Universal Vending, Avis/Budget Car Rental, KeyMe
128300	Braintree	MA	Sears FLS		Luxottica Optical, Universal Vending
128400	Alexandria	VA	Sears FLS		Universal vending, Avis/Budget Car Rental, KeyMe
128800	Stockton	CA	Sears FLS		Luxottica Optical, Universal Vending, KeyMe
129800	Riverside	CA	Sears FLS		Luxottica Optical, Universal Vending
130000	Oakbrook	IL	Sears FLS		Repair and Wear Watch Repair, Universal Vending
130300	Danbury	CT	Sears FLS		Luxottica Optical, Universal Vending
130400	Silver Spring	MD	Sears FLS		Luxottica Optical, Picture People Portrait, Far East Watch Repair, Andy Melwani Formalwear, Avis/Budget Car Rental
130900	Downey	CA	Sears FLS		Luxottica Optical, Avedis Ovayan Watch Repair, Universal Vending
131300	Nashua	NH	Sears FLS		Picture People Portrait, Universal vending
131700	El Paso	TX	Sears FLS		Luxottica Optical, Wilhemine Torres Watch Repair, Universal Vending, Distributech
132800	Las Vegas(Blvd)	NV	Sears FLS	3/24/2019	Universal Vending
133300	Poughkeepsie	NY	Sears FLS		Luxottica Optical, Universal Vending
133500	Greensboro	NC	Sears FLS		Universal Vending
134500	Hialeah/Westland	FL	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental
135800	Chula Vista	CA	Sears FLS		Luxottica Optical, Repair and Wear Watch Repair, Beauty Express Hair Salon, Universal Vending
136500	Miami/Cutler Rdg	FL	Sears FLS		Luxottica Optical, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental
136700	Waco	TX	Sears FLS	3/24/2019	Luxottica Optical, Universal vending
136800	Concord	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Visant Jadia Watch Repair, Universal Vending, Avis/Budget Car Rental
137400	Bel Air	MD	Sears FLS		Luxottica Optical, Universal Vending
137800	Orange	CA	Sears FLS		Luxottica Optical, Universal Vending

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138600	Goodlettsville	TN	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
138700	Amarillo	TX	Sears FLS	3/24/2019	Universal Vending, Avis/Budget Car Rental
139800	San Bernardino	CA	Sears FLS		Luxottica Optical, Universal Vending
140400	Massapequa	NY	Sears FLS		Universal Vending
141000	Canton	OH	Sears FLS		Luxottica Optical, HMS Salons, Universal Vending
143400	Wayne	NJ	Sears FLS		Luxottica Optical, Beauty Express Hair Salon, Universal Vending, Avis/Budget Car Rental, Keyless Key Shop
145600	Oviedo	FL	Sears FLS		Luxottica Optical, John Zarou Watch Repair, Universal Vending
146300	Burlington	VT	Sears FLS		Universal Vending
147800	San Bruno	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Eddy Lim Dental, Inna Maze Watch Repair, Universal Vending, Avis/Budget Car Rental, KeyMe
148800	San Jose-Eastridge	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Roberto Paras Watch Repair, Universal Vending, Avis/Budget Car Rental, KeyMe
149400	Moorestown	NJ	Sears FLS		Luxottica Optical, Beauty Express Hair Salon, Universal Vending
149500	Ft Myers	FL	Sears FLS		Luxottica Optical, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental
150800	Northridge	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Repair and Wear Watch Repair, Universal Vending
157800	Aiea Oahu-Pearl Rdg	HI	Sears FLS		Luxottica Optical, Hilo Hearing Aids, Repair and Wear Watch Repair, Bon Jon Formalwear, Universal Vending, Zippy's Restaurant, Cardtronics ATM, Hawaii Pacific Credit Union, Cingula Wireless Cell Phone Tower
158500	Tallahassee	FL	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
162400	Staten Island	NY	Sears FLS		Universal Vending
162900	Pharr	TX	Sears Small Store		Universal Vending
164000	Fairview Hts	IL	Sears FLS	3/24/2019	Universal Vending
164400	Lancaster	PA	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending, Avis/Budget Car Rental
165400	Media	PA	Sears FLS		Luxottica Optical, Universal Vending, Avis/Budget Car Rental

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166800	Las Vegas(Meadows)	NV	Sears FLS		Luxottica Optical, Picture People Portrait, Repair and Wear Watch Repair, Universal Vending
167400	White Plains	NY	Sears FLS		Beauty Express Hair Salon, Universal Vending, Nailport Nail Salon, KeyMe
167800	Carlsbad	CA	Sears FLS		Luxottica Optical, Repair and Wear Watch Repair, Universal Vending
168100	Honolulu	HI	Sears Small Store		Universal Vending
168400	Woodbridge	NJ	Sears FLS		Luxottica Optical, Universal Vending
168800	Salinas	CA	Sears FLS		Luxottica Optical, Far East Watch Repair, Universal Vending
171100	Camp Hill	PA	Sears Small Store		Universal Vending
171400	Greensburg	PA	Sears FLS	3/24/2019	Luxottica Optical, Jackson Hewitt Tax, Beauty Express Hair Salon, Universal Vending, Lottery
172200	Bloomington	MN	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending, Coffee & Tea by Lee Restaurant
172500	Annapolis	MD	Sears FLS		Luxottica Optical, Picture People Portrait, HMS Hair Salon, Universal Vending
172800	Tucson	AZ	Sears FLS		Picture People Portrait, Jorge Valencia Watch Repair, Universal Vending
173300	Yonkers	NY	Sears FLS		Luxottica Optical, Picture People Portrait, Jackson Hewitt Tax, Universal Vending, KeyMe
173800	Kaneohe(Sur)	HI	Sears FLS		Luxottica Optical, Bon Jon Formalwear, Universal Vending, Cingula Wireless Cell Phone Tower
174500	Tampa/Westshore	FL	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
174800	Montclair	CA	Sears FLS		Luxottica Optical, Universal Vending, Avis/Budget Car Rental
175400	Gaithersburg	MD	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Universal Vending, Avis/Budget Car Rental
175800	Escondido	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Universal Vending
176500	Palm Beach Gardens	FL	Sears FLS		Luxottica Optical, Karin Krause Watch Repair, Universal Vending, iCan Health Benefits
177300	Salisbury	MD	Sears FLS	3/24/2019	Luxottica Optical, Picture People Portrait, Universal Vending
177500	Pembroke Pines	FL	Sears FLS		Luxottica Optical, Action Time Watch Repair, Universal Vending, Avis/Budget Car Rental
179800	Glendale	AZ	Sears FLS		Luxottica Optical, Picture People Portrait, Universal Vending
181000	Cincinnati-Eastgate	OH	Sears FLS		Luxottica Optical, Family Care Dental, Universal Vending

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181800	Rancho Cucamonga	CA	Sears FLS		Luxottica Optical, Picture People Portrait, Atanacio Enrices Watch Repair, Universal Vending
183400	North Wales	PA	Sears FLS		Luxottica Optical, Universal Vending
183800	Burbank	CA	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Universal Vending
186800	Moreno Vly	CA	Sears FLS		Luxottica Optical, Universal Vending, Avis/Budget Car Rental
189400	Rochester	NY	Sears FLS		Luxottica Optical, Avis/Budget Car Rental
190500	Hato Rey	PR	Sears FLS		Mayaguez Optical, Hearing Associates Hearing Aids, Centro Tecnico Watch Repair, Universal Vending, Select Salons Hair Salon, Travel Concepts, Avis/Budget Car Rental, Deli Plus, Yogen Fruz, Direct Distribution, Academia des Artes Manales, Blanco Veles Suits, Mariangely Class-Arand Perez Gift Wrap, PR Teloco, Universal Sunglasses, Burger King
191500	Bayamon	PR	Sears FLS		Mayaguez Optical, Hearing Associates Hearing Aids, Select Salons Hair Salon, Travel Concepts, BMJ Foods, Banco Popular ATM, Deli Plus, Yogen Fruz, Blanco Velez Suits, Universal Sunglasses
192400	Valley Stream	NY	Sears FLS		Luxottica Optical, Universal Vending, KeyMe
192500	Carolina	PR	Sears FLS		Hearing Associates Hearing Aids, Select Salons Hair Salon, Universal Vending, Travel Concepts, Banco Popular ATM, Yogen Fruz, Blanco Velez Suits, Rocketfix Mobile, Universal Sunglasses
193500	Mayaguez	PR	Sears FLS		Mayaguez Optical, Hearing Associates Hearing Aids, Select Salons Hair Salon, Universal Vending, Travel Concepts, Avis/Budget Car Rental, Banco Popular ATM, Blanco Velez Suits, Universal Sunglasses
194500	Ponce	PR	Sears FLS		Mayaguez Optical, Hearing Associates Hearing Aids, Select Salons Hair Salon, Universal Vending, Travel Concepts, Avis/Budget Car Rental, Yogen Fruz, Blanco Velez Suits., PR Telco, Rocketfix Mobile
196800	Palm Desert	CA	Sears FLS		Luxottica Optical, Universal Vending
198400	Buffalo/Hamburg	NY	Sears FLS		Luxottica Optical, Universal Vending
202300	Concord	NH	Sears FLS		US Vision Optical, Universal Vending
202700	Wasilla	AK	Sears FLS		Universal Vending
202800	Hemet	CA	Sears FLS		Luxottica Optical, Universal Vending

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202900	Union Gap	WA	Sears FLS		Universal Vending
203600	Jackson	TN	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
204900	Everett	WA	Sears FLS		Luxottica Optical, Universal Vending
205900	Tracy	CA	Sears FLS		Luxottica Optical, Universal Vending
206800	Visalia	CA	Sears FLS		Luxottica Optical, Universal Vending, Parking Lot - Famers Market - Angela Warkenton-Wakley
208500	Fajardo	PR	Sears FLS		Mayaguez Optical, Universal Vending, Travel Concepts
208800	Santa Maria	CA	Sears FLS		Universal Vending
210400	St Clairsville	OH	Sears FLS		Luxottica Optical, Ohio Valley Family Dental, Universal Vending
210500	Burlington	NC	Sears FLS		Universal Vending
211400	Washington	PA	Sears FLS		Luxottica Optical, Universal Vending, Avis/Budget Car Rental
214500	Port Charlotte	FL	Sears FLS	3/24/2019	Luxottica Optical, Universal Vending
214800	Kahului Maui(Sur)	HI	Sears FLS		Universal Vending
217900	Medford	OR	Sears FLS	3/24/2019	Universal Vending
220300	Brunswick	ME	Sears FLS		US Vision, Universal Vending
221500	Key West	FL	Sears FLS		Luxottica Optical, Mama's Rock and Sand Garden Center
221800	Prescott	AZ	Sears FLS		Luxottica Optical, Universal Vending, Avis/Budget Car Rental
223800	Yuba City	CA	Sears FLS		Luxottica Optical, Universal Vending
226500	Johnson City	TN	Sears FLS		Universal Vending
232900	Kennewick(Pasco)	WA	Sears FLS	3/24/2019	Universal Vending, Avis/Budget Car Rental
235500	Hatillo(Arecibo)	PR	Sears FLS		Hearing Associates Hearing Aids, Universal Vending, Travel Concepts, Banco Popular ATM, Blanco Velez Suits, Universal Sunglasses
237300	No Dartmouth	MA	Sears FLS		Luxottica optical, Universal Vending
238800	Hilo(Sur)	HI	Sears FLS		Universal Vending
239500	Manassas	VA	Sears FLS		Picture People Portrait, Universal Vending, Avis/Budget Car Rental

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242200	Sioux City	IA	Sears FLS	3/24/2019	Universal Vending
243500	Charlottesville	VA	Sears FLS	3/24/2019	Universal Vending, Avis/Budget Car Rental
248500	Brooksville	FL	Sears FLS		Luxottica Optical, Heavenly Jewelry on Earth Watch Repair, Universal Vending
248700	Killeen	TX	Sears FLS	3/24/2019	Universal Vending
249400	Altoona	PA	Sears FLS	3/24/2019	Luxottica Optical, Beauty Express Hair Salon, Universal Vending
250500	Gainesville	GA	Sears FLS	3/24/2019	Luxottica Optical
252700	Las Cruces	NM	Sears FLS		Universal Vending, Avis/Budget Car Rental
259300	Newburgh	NY	Sears FLS		Universal Vending
259700	Farmington	NM	Sears FLS		Universal Vending
262800	Eureka	CA	Sears FLS		Universal Vending
263700	Port Arthur	TX	Sears FLS	3/24/2019	Universal Vending
266400	Frederick	MD	Sears FLS		Luxottica Optical, Jackson Hewitt Tax, Universal Vending, Keyless Key Shop
267500	Guayama	PR	Sears FLS		Universal Vending
269400	Fredericksburg	VA	Sears FLS		Universal Vending
274400	Horseheads/Elmira	NY	Sears FLS		Luxottica Optical, Universal Vending
274500	Leesburg	FL	Sears FLS		Luxottica Optical, Action Time Watch Repair, Universal Vending
275500	Jacksonville	NC	Sears FLS		Luxottica Optical, Universal Vending
277400	Cumberland	MD	Sears FLS		Luxottica Optical
278400	Winchester	VA	Sears FLS		Universal Vending
282900	Victorville	CA	Sears FLS		Luxottica Optical, Doribel Pleitez Watch Repair, Universal Vending
299000	Rockford- Cherryvale	IL	Sears FLS	3/24/2019	Luxottica Optical, Avis/Budget Car Rental
301300	Cleveland	OH	Kmart	3/24/2019	Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
302100	Auburn	ME	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending

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302900	Erlanger	KY	Kmart		Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
304000	Hyannis	MA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
305600	Wayne	NJ	Kmart		Western Union, ATM (Universal Money), Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
305900	St. Paul	MN	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
307100	Toms River	NJ	Kmart	3/24/2019	Universal Money ATM, Universal Vending, NEN Amusement Vending, Distributech, Coinstar
307400	Miami	FL	Kmart		Western Union, Intelicome Wireless, Lottery, Universal Vending, NEN Amusement Vending
308600	Chico	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
312700	Temple City	CA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, KeyMe
313100	Frederick	MD	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
313600	Shillington	PA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
314200	Tallmadge	OH	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
315500	Belleville	MI	Kmart		Western Union, ATM (Universal Money), NEN Amusement Vending, Dacra Glass, Distributech, Coinstar
317200	Hagerstown	MD	Kmart		ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
317400	Stockton	CA	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
317500	Hooksett	NH	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass
320200	Westwood	NJ	Kmart		Western Union, ATM (Universal Money), Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
321600	Vernon	CT	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
322500	Chambersburg	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech, Euro-Tech

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323500	West Covina	CA	Kmart		ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
324300	North Canton	OH	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
325600	Baltimore	MD	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
326600	Edwardsville	PA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
326800	Wilkes-Barre	PA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
326900	Lantana	FL	Kmart		Western Union, Lottery, Universal Vending, Dacra Glass, Coinstar
328600	Brunswick	OH	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Euro-Tech
328800	Billerica	MA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
330100	Santa Fe	NM	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Distributech
331700	Boca Raton	FL	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
337900	Waterford Twp.	MI	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
339000	Williamsport	PA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
340500	Minneapolis	MN	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
341200	Salinas	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe
341500	Buffalo	NY	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
343800	Avenel	NJ	Kmart		Western Union, ATM (Universal Money), Universal Vending, KeyMe, Distributech, Coinstar
347100	Chesapeake	VA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
348400	Elkview	WV	Kmart		Western Union, ATM (Cardtronics), Universal Vending

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348600	Somerville	MA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
349900	Kearny	NJ	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
350100	Petaluma	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending
359200	Las Vegas	NV	Kmart		Western Union, Nevada Gaming, ATM (Universal Money), Universal Vending, NEN Amusement Vending, KeyMe, Distributech
359700	Holmes	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
366700	Raleigh	NC	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
367800	Ramona	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
369200	Oconomowoc	WI	Kmart	3/24/2019	Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech
370700	Lake Havasu City	AZ	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech, Coinstar
372500	Freedom	CA	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending, Coinstar
373700	Doylestown	PA	Kmart		Western Union, ATM (Universal Money), Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
374400	Kill Devil Hills	NC	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending
374800	Hollister	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, NEN Amusement Vending, KeyMe, Dacra Glass
375000	Waupaca	WI	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass
378500	Tabb	VA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech
379800	Hyattsville	MD	Kmart		Western Union, ATM (Universal Money), Universal Vending, NEN Amusement Vending, KeyMe, Coinstar, Parking Lot (CW & Sons)
381000	Willow Street	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech, Euro-Tech
381800	Hollywood	FL	Kmart		Western Union, Intelicom Wireless, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
381900	Hastings	MI	Kmart		Western Union, ATM (Cardtronics), NEN Amusement Vending, Dacra Glass

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382900	St. Thomas	VI	Kmart		Western Union, Lottery, Universal Vending
383400	Burbank	CA	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, KeyMe, Coinstar
383900	Corvallis	OR	Kmart	3/24/2019	Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass
384100	Marshall	MI	Kmart		Western Union, ATM (Cardtronics), Lottery, NEN Amusement Vending, Dacra Glass
384200	Oakdale	CA	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending
385100	Racine	WI	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech
386200	Bohemia	NY	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
387300	Wilmington	DE	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
388200	Mayaguez	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, Yogen Frusz, Travel Concepts, MCS Advantage, Triple-S Salud
388600	Asheville	NC	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
388800	The Dalles	OR	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending
391100	Columbia	PA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
394900	Wind Gap	PA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Euro-Tech
395400	Walnutport	PA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Euro-Tech, Coinstar
396300	Elizabethtown	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
397200	St. Croix	VI	Kmart		Western Union, Lottery, Universal Vending
399300	Juana Diaz	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud
401600	Greenville	SC	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending
402200	Grand Forks	ND	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass

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403400	Mattydale	NY	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
404700	Costa Mesa	CA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
405700	Fargo	ND	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending, Dacra Glass
411300	Erie	PA	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
414100	West Columbia	SC	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe
417000	Rapid City	SD	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass
421400	Des Plaines	IL	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
427200	Bismarck	ND	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending, Parking Lot (Off The Hook Seafood)
429700	Moline	IL	Kmart	1/6/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass
434900	Redwood City	CA	Kmart		Western Union, Lottery, Universal Vending, KeyMe, Coinstar, Parking Lot (rePlanet)
435100	Rochester	MN	Kmart	3/24/2019	Western Union, Universal Money ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
435300	Minot	ND	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending, Dacra Glass
435500	St. Petersburg	FL	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
438100	Bridgeview	IL	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Coinstar
438900	McAllen	TX	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Distributech, Coinstar
439900	Silver Spring	MD	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
440700	Brockton	MA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
442100	North Hollywood	CA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, Coinstar, Parking Lot (Imperial Auto Body)
444200	Charleston	WV	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending, Dacra Glass

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444800	Salem	NH	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Coinstar
445300	Pueblo	CO	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Parking Lot (Ramblin Express)
445700	Hayward	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
447000	West Long Branch	NJ	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
447800	Trenton	NJ	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Distributech, Coinstar
449400	Trujillo Alto	PR	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud
471300	Towanda	PA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
472500	Key West	FL	Kmart		Western Union, Intelicom Wireless, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
472800	Miami	FL	Kmart		Western Union, Intelicome Wireless, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar, Restaurant (El Paraiso De Los Jugos)
473200	Aguadilla	PR	Kmart		Western Union, AMT (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud
475100	Tehachapi	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
478200	Clinton	OK	Kmart		Western Union, ATM (Cardtronics), NEN Amusement Vending, Dacra Glass
480700	Bear	DE	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech, Coinstar
481000	Metairie	LA	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Coinstar
481900	Lakeport	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
484400	Rio Piedras	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud
487100	Farmingville	NY	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar, Nightingale Medical

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499600	Tucson	AZ	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, Distributech
700600	Twin Falls	ID	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending
701600	Hobbs	NM	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
703000	Kalispell	MT	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
703100	Menominee	MI	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
703300	Lewiston	ID	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass
703400	Walla Walla	WA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
703500	Farmington	NM	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending,
704200	Valparaiso	IN	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
704800	West Lebanon	NH	Kmart		Western Union, ATM (Cardtronics), NEN Amusement Vending
706200	Sumter	SC	Kmart	3/24/2019	Western Union, Cardtronics ATM, Universal Vending, NEN Amusement Vending, Dacra Glass
706500	Horseheads	NY	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
706800	Midland	MI	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass
708300	New Castle	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending
709800	Concord	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Coinstar
710400	Acton	MA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
710900	Watertown	CT	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
713300	Augusta	ME	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
713900	Jackson	WY	Kmart		ATM (Cardtronics), Universal Vending
716500	Camarillo	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe
717500	Riverside	CA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, Coinstar

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717700	Belleville	NJ	Kmart		Western Union, ATM (Universal Money), Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
719200	Easton	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
720800	Clemmons	NC	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
724300	Kokomo	IN	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Euro-Tech
724600	Richmond	IN	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
725500	Somerset	KY	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
729300	Clifton Heights	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
729400	Vero Beach	FL	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
732100	Bradenton	FL	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
732900	Loveland	CO	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
737200	Leechburg	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
737400	West Chester	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Distributech
738300	Barberton	OH	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
739000	McKinleyville	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
739700	Grove City	OH	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Euro-Tech, Parking Lot (JDM Structures)
741300	Frederiksted	VI	Kmart		Western Union, Lottery, Universal Vending
741900	Caguas	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
744600	Cayey	PR	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud
747700	Marietta	OH	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
756600	Arecibo	PR	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud

<u>RE ID</u>	<u>City</u>	<u>State/ Locality</u>	<u>SHC Format</u>	<u>Close Date</u>	<u>Active Licensed Businesses in Store</u>
757000	Bayamon	PR	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar, Yogen Frusz, MCS Advantage, Triple-S Salud
760200	Wall	NJ	Kmart		Western Union, ATM (Universal Money), Universal Vending, NEN Amusement Vending, KeyMe, Distributech, Coinstar
761600	Lexington	SC	Kmart		Western Union, NEN Amusement Vending, KeyMe, Dacra Glass
761900	Atascadero	CA	Kmart		Western Union, Lottery, Universal Money
762600	Waynesville	NC	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
763900	Santa Paula	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar
764400	Harrison	OH	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
764800	Mauston	WI	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
764900	Ripon	WI	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
765300	Big Bear Lake	CA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending
765400	Bronx	NY	Kmart		ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
766500	Carolina	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud
767300	Stevensville	MD	Kmart		Western Union, ATM (Universal Money), NEN Amusement Vending, Dacra Glass, Coinstar
767600	Sidney	NY	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
767700	Wellsville	NY	Kmart	3/24/2019	Western Union, Universal Money ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
769900	Lebanon	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
771300	Edgewater	MD	Kmart		Western Union, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
772500	Rehoboth Beach	DE	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Avis/Budget Car Rental
774100	Ponce	PR	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar, Parking Lot (Auto-Lux Mobile Car Wash), MCS Advantage, Triple-S Salud
774900	New York	NY	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending

<u>RE ID</u>	<u>City</u>	<u>State/ Locality</u>	<u>SHC Format</u>	<u>Close Date</u>	<u>Active Licensed Businesses in Store</u>
775200	Yauco	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, Yogen Fruz, MCS Advantage, Triple-S Salud
775600	Bishop	CA	Kmart		Western Union, ATM (Universal Money), Lottery, Coinstar
776700	Charles City	IA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
776800	Guaynabo	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, MCS Advantage, Triple-S Salud
777700	New York	NY	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, KeyMe
778300	Hato Rey	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar, Travel Concepts, MCS Advantage, Triple-S Salud
778400	Vega Alta	PR	Kmart		Western Union, ATM (Banco Popular), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
778800	Bayamon	PR	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Coinstar, Travel Concepts, MCS Advantage, Triple-S Salud
779300	St. Thomas	VI	Kmart		Western Union, Lottery, Universal Vending
803700	Chattanooga	TN	Repair Center		Universal Vending
820600	Nashville	TN	SVC District		Universal Vending
870900	Kent	WA	DDC		Universal Vending
875300	Syosset	NY	MDO		Universal Vending
877800	Phoenix	AZ	DOS Inventory		Universal Vending
879000	Cleveland	OH	MDO		Universal Vending
881500	Sunrise	FL	MDO		Universal Vending
882300	Dulles	VA	MDO		Universal Vending
882500	Winter Park	FL	MDO		Universal Vending
887100	Romeoville	IL	DDC		Universal Vending
887300	Gouldsboro	PA	DDC		Universal Vending
889500	Tampa	FL	MDO		Universal Vending
897000	Las Vegas	NV	Mixload		Universal Vending
903000	Peru	IN	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass

<u>RE ID</u>	<u>City</u>	<u>State/ Locality</u>	<u>SHC Format</u>	<u>Close Date</u>	<u>Active Licensed Businesses in Store</u>
909600	Fostoria	OH	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
912200	Warsaw	IN	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
912400	Elwood	IN	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, Euro-Tech
915300	South Lake Tahoe	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement, Distributech
916100	Berwick	PA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
922000	Algona	IA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
922400	Marathon	FL	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
927400	Greenwich	NY	Kmart	3/24/2019	Western Union, Lottery, Universal Vending
931900	Alliance	NE	Kmart	3/24/2019	Western Union, Universal vending, Coinstar
932800	Long Beach	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Coinstar
935300	Crystal City	MO	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
941300	West Orange	NJ	Kmart		Western Union, ATM (Universal Money), Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass, Distributech, Coinstar
941400	Yorktown Heights	NY	Kmart		Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
941600	White Plains	NY	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, KeyMe, Dacra Glass
942000	Bronx	NY	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, KeyMe
942300	Bridgehampton	NY	Kmart		Lottery, Universal Vending, KeyMe
946300	Somers Point	NJ	Kmart		Western Union, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
952000	Gulfport	MS	Kmart	3/24/2019	Western Union, Universal Vending
954900	Morganton	NC	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending
955100	Paradise	CA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending
955700	Grayling	MI	Kmart		Western Union, ATM (Cardtronics), NEN Amusement Vending
958900	Bath	NY	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending

<u>RE ID</u>	<u>City</u>	<u>State/ Locality</u>	<u>SHC Format</u>	<u>Close Date</u>	<u>Active Licensed Businesses in Store</u>
959300	Oscoda	MI	Kmart		Western Union, ATM (Cardtronics), Universal Vending, NEN Amusement Vending
960800	Auburn	CA	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass
961400	Key Largo	FL	Kmart		Western Union, Intelicom Wireless, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Coinstar
961900	Morehead City	NC	Kmart	3/24/2019	Western Union, Lottery, Universal Vending, NEN Amusement Vending
962100	Lebanon	TN	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
966200	Ephrata	PA	Kmart		Western Union, ATM (Universal Money), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Distributech
968900	International Falls	MN	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
969200	Webster	MA	Kmart		Western Union, ATM (Cardtronics), Lottery, Universal Vending, NEN Amusement Vending, Dacra Glass, Coinstar
969300	Marine City	MI	Kmart		Western Union, Universal Vending, NEN Amusement Vending
973500	Sevierville	TN	Kmart	3/24/2019	Western Union, Cardtronics ATM, Lottery, Universal Vending, NEN Amusement Vending
974600	Grass Valley	CA	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending
979400	St. George	UT	Kmart		Western Union, Universal Vending, NEN Amusement
979700	Scotts Valley	CA	Kmart		Western Union, Lottery, Universal Vending, KeyMe
980800	Hamilton	MT	Kmart		Western Union, Lottery, Universal Vending, NEN Amusement Vending
7871400	Secaucus	NJ	MDO		Universal Vending
8877600	Olive Branch	MS	DDC		Universal Vending

**Schedule 6.6(b)**

1. The following condemnation matters are pending with respect to the Owned Real Property:

RE ID	ST	Name	Address	Detail
157000	IL	Schaumburg	2 Woodfield Mall	There is a threatened condemnation at Schaumburg IL S#1570. Permanent ROW and TCE for road widening.
117100	MO	Springfield	2825 S Glenstone Ave	Road widening – ROW and TCE.
171000	OH	No Olmsted	5000 Great Northern Mall	City needs easement to complete traffic signal and pedestrian signal improvements.
2374	NJ	Vineland	8 W. Landis Avenue	Sewer authority requested easement and deposited \$6,808.02 with court for value of easement. On 10/03/18, authority increased offer to \$8K.
9676	OH	Streetsboro	9059 State Route 14	City threatening taking for highway improvement and offered \$9,405 for value of taking. Buyer has been informed of taking.
116500	NC	Concord	1480 Concord Pkwy N	Sears not a named party to condemnation action as rights are with mall developer per Declaration. Sears to determine if it wants to pursue an inverse condemnation action.
1012	IA	De Moines		Taking of 1,848 square feet does not appear to affect or owned or leased parcels.
2677	LA	Bossier City		Sewer right of way acquisition (condemnation).
1077	LA	Shreveport		City needing permanent and temporary servitude re upgrading and replacement of sewer line. City is under consent decree with federal government to complete the project.
2374	NJ	Vineland		Potential condemnation by the local Landis Sewer Authority

RE ID	ST	Name	Address	Detail
1012	IA			Eminent domain action. Sears receipted a notice of appraisalment of damages and time for appeal.

2. The following litigation matters are pending or threatened with respect to the Owned Real Property:

RE ID	STATE	CITY	ADDRESS	DESCRIPTION
	CA	Arden		[Potential] Claim by mall owner that attempts to sell violate his ROFR
02374	NJ	Viceland		Sears, Roebuck and Co. v. (Commercial Development Company)
09676	OH	Streetsboro		Sears, Roebuck and Co. v. City of Streetsboro
44900	CA	Delano	Delano Industrial Park	Kmart Corporation v. Marketing & Printing Solutions Inc.
485700	CA	Desert Hot Springs	14011 Palm Drive	[Potential]
184000	IL	Chicago Ridge	6501 95th St	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
157000	IL	Schaumburg	2 Woodfield Mall	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
182000	IL	West Dundee	5000 Spring Hill Mall	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
146000	MI	Livonia	29500 7 Mile Rd	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
176000	MI	Novi	27600 Novi Rd	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
116500	NC	Concord	1480 Concord Pkwy N	Department of Transportation v. Carolina Mall, LLC, et al.
112000	OH	Dublin	5053 Tuttle Crossing Blvd	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
171000	OH	North Olmsted	5000 Great Northern Mall	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
1155	GA	Kennesaw	400 Ernest W Barrett Pkwy Nw	Claimant: Cathy Dunham
3088	WI	Kenosha	4100 52Nd St	Claimant: Scott Carter
1650	IN	Merriville	2300 Southlake Mall	Claimant: Rosemarie Ksiazek

3. The following listing is of pending property claims, for damages to buildings and FF&E, at the Owned Real Property:

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
01027		El Paso	TX			9/6/2018	P1809065106	600,000
01315		Chattanooga	TN			12/28/2018	P1812285002	1,000
01224	4600 Jonestown Road	Harrisburg	PA	Open Store	Owned	11/11/2018	P18111250690001	2,500
03853	Puerto Rico Hwy 3	Guayama	PR	Open Store	Owned	9/21/2017	P17092250390001	5,493,436
02191	6400 O Street	Lincoln	NE	Open Store	Owned	11/24/2018	P18112650090001	5,000
02191	6400 O Street	Lincoln	NE	Open Store	Owned	11/21/2018	P18112650080001	1,000
02515	1940 U.S. Highway 70 SE	Hickory	NC	Open Store	Owned	11/26/2018	P18112650350001	1,000
01590	4900 Fashion Square Mall	Saginaw	MI	Open Store	Owned	11/14/2018	P18111450170001	500
04206	2000 Ten Mile Road	Warren	MI	Open Store	Owned	9/20/2018	P18092050810001	500
03368	1625 West Redlands	Redlands	CA	Open Store	Owned	11/7/2018	P18110850780001	0
45056 a/k/a 8975	Road #176 KM 0.5 Cupey Bajo	Rio Piedras	PR	Non-Retail	Owned	9/21/2017	P17092150880001	1,100,000
01314	51 U.S. Highway 1	New Brunswick	NJ	Open Store	Owned	9/9/2018	P18090950440001	1,000
45056 a/k/a 8975	Road #176 KM 0.5 Cupey Bajo	Rio Piedras	PR	Non-Retail	Owned	10/16/2017	P17101651140001	0
01377	7925 Fm 1960 Road West	Houston	TX	Open Store	Owned	11/3/2018	P18110350160001	5,000
08292	655 West 52 <sup>nd</sup> Avenue	Ocala	FL	Non-Retail	Owned	9/12/2017	P17091551250001	120,000
01075	1700 West International Speedway Boulevard	Daytona Beach	FL	Open Store	Owned	9/10/2017	P17100650940001	4,500
01217	1305 Airline Road	Corpus Christi	TX	Open Store	Owned	10/19/2018	P18101950020001	25,000

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
01027		El Paso	TX			9/6/2018	P1809065106	600,000
01315		Chattanooga	TN			12/28/2018	P1812285002	1,000
01364	4 Smith Haven Mall	Lake Grove	NY	Open Store	Owned	7/16/2018	P18071750770001	
01175	777 E. Merritt Island Causeway	Merritt Island	FL	Open Store	Owned	9/12/2017	P17091250280001	20,000

4. The following are alleged unresolved code violations with respect to the Potential Acquired Assets:

Unit	Address	City	State	Comment
1018	3755 Santa Rosalia Dr	Baldwin Hills	CA	Fire code issues related to Reg 4/Threatened default by LL
1674	100 Main St	White Plains	NY	Notice of Violation/Escalator/Elevator not operable.
3711	1550 S. Burlington Blvd	Burlington	WA	Numerous fire code violations
49027		Round Rock	TX	Inspection deficiencies in Fire alarm; repairs currently scheduled.
68235		Phoenix	AZ	Citation/City of Phoenix - Pending dismissal from AZ Court/no fines, violations have been cleared.

5. The following issues affect the status of Owned Real Property

Store	Unit #	City	State	Status
MDO	8975	Rio Piedras	PR	2 year Co-Occupancy License Agreement being granted to Service.com upon SHIP APA Closing

#### **Schedule 6.6(c)**

1. Seller has made available leases and security deposit documents in Intralinks.
2. The following is a list of tenancies applicable to the Lease Premises.

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1013	Glen Burnie	MD	Lands' End, Inc.	8,050	2014	1/31/2020
1024	Falls Church	VA	Bill Page Imports, Inc.	200 Parking Spaces	2014	9/30/2020
1024	Falls Church	VA	Lands' End, Inc.	7,472	2014	1/31/2020
1044	Jersey Cty/Newport	NJ	Lands' End, Inc.	5,411	2014	1/31/2020
1048	Pasadena	CA	FR Hastings Ranch, LLC		1984	4/29/2024
1048	Pasadena	CA	HomeGoods, Inc.	28,113	2012	4/29/2024
1048	Pasadena	CA	Lands' End, Inc.	7,168	2014	1/31/2020
1053	Saugus	MA	Lands' End, Inc.	5,565	2014	1/31/2020
1073	Exton	PA	Lands' End, Inc.	9,039	2014	10/5/2019
1088	Glendale	CA	Star Parking Management, Inc.		2015	4/30/2021
1092	Westland(Detroit)	MI	Auto Accessories USA	15,324	2018	4/30/2022
1094	Hackensack	NJ	ALDI Inc (Pennsylvania)	55,718	2014	5/31/2032
1111	Colorado Spgs	CO	Univest-Btc S&R LLC		2004	11/30/2025
1125	Miami	FL	Goodwill Industries Of South Florida	208	2014	2/28/2019
1133	Leominster	MA	Lands' End, Inc.	7,483	2014	1/31/2020
1139	Tukwila	WA	Lands' End, Inc.	7,216	2014	1/31/2020
1148	Ventura	CA	Lands' End, Inc.	6,691	2014	1/31/2020
1154	Whitehall	PA	Lands' End, Inc.	7,401	2014	1/31/2020
1170	Lansing	MI	Lands' End, Inc.	9,553	2014	11/30/2019
1195	Ft Lauderdale	FL	Greenstar Corp	26,000	1954	2/28/2026
1210	Columbus/Polaris	OH	Lands' End, Inc.	6,611	2014	1/31/2020
1213	Auburn	MA	Lands' End, Inc.	7,269	2014	1/31/2019

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1221	Colorado Springs	CO	Lands' End, Inc.	5,076	2014	1/31/2019
1243	Hanover	MA	Lands' End, Inc.	11,168	2014	1/31/2019
1248	Hayward	CA	Wells Fargo Bank	4,247	1975	10/1/2018
1248	Hayward	CA	Sears Outlet Stores, LLC	48,434	2012	1/31/2022
1268 <sup>6</sup>	Buena Park	CA	Newkoa, LLC	542 Parking Spaces	1980	9/30/2049
1268	Buena Park	CA	Newkoa, LLC		2013	9/30/2019
1274	Richmond/Chesterfield	VA	Lands' End, Inc.	7,551	2014	1/31/2020
1278 <sup>7</sup>	Torrance	CA	Fourth Searsvale Properties Inc		1979	
1278	Torrance	CA	Del Amo Mills LP	87,800	1980	6/30/2049
1278	Torrance	CA	First States Investors Realty LLC	35,000	1983	6/30/2019
1278	Torrance	CA	Lands' End, Inc.	7,489	2014	1/31/2020
1283	Braintree	MA	Lands' End, Inc.	8,694	2014	1/31/2020
1283	Braintree	MA	Primark Us Corp.	70,816	2014	11/30/2024
1284	Alexandria	VA	Lands' End, Inc.	9,608	2014	1/31/2020
1288	Stockton	CA	Weberstown Mall LLC	3,480	1985	1/31/2023
1304	Silver Spring	MD	Lands' End, Inc.	4,973	2014	1/31/2019
1309	Downey	CA	Macerich Stonewood LLC		2002	1/31/2051
1313	Nashua	NH	Lands' End, Inc.	7,573	2014	1/31/2019
1317	El Paso	TX	Celina Development Company	3,856	1981	6/30/2020
1333	Poughkeepsie	NY	Lands' End, Inc.	5,523	2014	1/31/2019

<sup>6</sup> Owned/Lease

<sup>7</sup> Owned/Ground Lease

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1335	Greensboro	NC	Chick-Fil-A Inc	54,450	2001	1/31/2023
1335	Greensboro	NC	Whole Foods Market Inc.	34,364	2010	1/31/2028
1335	Greensboro	NC	Lands' End, Inc.	5,856	2014	1/31/2020
1368	Concord	CA	Thomas A Morabito Trustee & Francis J Morabito, Trustee of the Morabito Family Trust Dated 4-14-88	18,000	1985	10/30/2061
1368	Concord	CA	Sun Valley Associates		2005	10/19/2026
1368	Concord	CA	Lands' End, Inc.	9,947	2014	1/31/2019
1374	Bel Air	MD	Macy's, Inc.	24,599	2003	9/30/2021
1374	Bel Air	MD	Lands' End, Inc.	6,517	2014	1/31/2020
1378	Orange	CA	The Village at Orange, LLC	28,600	1993	5/31/2024
1378	Orange	CA	24 Hour Fitness USA Inc.	54,462	2011	2/29/2024
1378	Orange	CA	Lutheran High School of Orange County	100 Parking Spaces	2012	6/30/2019
1404	Massapequa	NY	Lands' End, Inc.	6,997	2014	1/31/2020
1463	Burlington	VT	Lands' End, Inc.	7,315	2014	1/31/2020
1478	San Bruno	CA	Lands' End, Inc.	8,698	2014	1/31/2019
1494	Moorestown	NJ	Lands' End, Inc.	8,126	2014	1/31/2020
1644	Lancaster	PA	Lands' End, Inc.	8,635	2014	1/31/2020
1654	Media	PA	Lands' End, Inc.	8,919	2014	1/31/2020
1654	Media	PA	Granite Run Buick GMC		2017	12/31/2018
1684	Woodbridge	NJ	Cellco Partnership	8,070	1987	7/31/2021
1722	Bloomington	MN	Lands' End, Inc.	8,564	2014	1/31/2020

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1725	Annapolis	MD	Lands' End, Inc.	8,588	2014	1/31/2019
1733	Yonkers	NY	Lands' End, Inc.	6,664	2014	1/31/2020
1754	Gaithersburg	MD	Lands' End, Inc.	8,839	2014	1/31/2020
1754	Gaithersburg	MD	Sears Home Improvement Products, Inc. (Embedded)	10,000		
1810	Cincinnati	OH	Lands' End, Inc.	8,305	2014	1/31/2020
1834	North Wales	PA	Lands' End, Inc.	9,819	2014	1/31/2020
1984	Buffalo/Hamburg	NY	Lands' End, Inc.	8,118	2014	1/31/2019
2023	Concord	NH	Lands' End, Inc.	6,718	2014	1/31/2019
2027	Wasilla	AK	Lands' End, Inc.	7,063	2014	1/31/2019
2049	Everett	WA	Brixton Everett, LLC		2008	12/31/2018
2049	Everett	WA	Brixton Everett, LLC		2015	6/30/2019
2085	Fajardo	PR	Sears, Roebuck de Puerto Rico, Inc.	24,536	1986	9/30/2023
2373	No Dartmouth	MA	Lands' End, Inc.	4,076	2014	1/31/2019
2395	Manassas	VA	Lands' End, Inc.	7,407	2014	6/14/2019
2435	Charlottesville	VA	Lands' End, Inc.	6,125	2014	1/31/2020
2694	Fredericksburg	VA	Lands' End, Inc.	5,347	2014	1/31/2020
3029	Erlanger	KY	Sinkula Investments, Ltd.	3,500	1984	10/31/2022
3029	Erlanger	KY	EDGEWOOD PLAZA HOLDINGS, LLC			11/30/2022
3040	Hyannis	MA	The Paper Store, LLC		2017	3/31/2023
3074	Miami	FL	Split rent for AmFoods		0	6/30/2022
3074	Miami	FL	AmFoods LLLC	2,430	1987	6/30/2022
3127	Temple City	CA	H. Demirjian, Inc.	5,151	2014	11/30/2022

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
3136	Shillington	PA	Amelia's LLC		2013	7/31/2019
3172	Hagerstown	MD	Fazou's Restaurant	3,246	2000	9/30/2019
3235	West Covina	CA	Sears Outlet Stores, LLC	17,310	2012	4/20/2022
3235	West Covina	CA	Filza Khan	3,400	2015	3/31/2022
3286	Brunswick	OH	GREF II REIT,LLC		0	12/31/2019
3286	Brunswick	OH	Jud's Best Discount Muffler & Brake, Inc.	3,035	2010	3/30/2020
3379	Waterford	MI	Lou Dallo	3,701	2008	2/28/2021
3412	Salinas	CA	Rexfor Title, Inc.		2013	1/31/2034
3471	Chesapeake	VA	Sears Outlet Stores, LLC	33,137	2012	10/31/2020
3499	Kearny	NJ	Modell's NJ II., Inc.		2013	4/30/2021
3725	Watsonville/Freedom	CA	Dora M. Espindola (DBA "Designing Cut")	1,050	1994	6/30/2018
3725	Watsonville/Freedom	CA	Advance America, Cash Advance Centers of California LLC	1,400	1998	1/31/2021
3725	Watsonville/Freedom	CA	Foodmaker, Inc. (DBA "Jack in the Box")	2,800	1998	7/30/2019
3725	Watsonville/Freedom	CA	Louis Hong D.D.S (DBA "Freedom Dental")	1,750	2000	7/31/2020
3725	Watsonville/Freedom	CA	Richard E. Turner and Joanne K. Turner (DBA "The 99 Cent Store")	2,800	2007	10/31/2018
3725	Watsonville/Freedom	CA	Tina Dang (DBA "D&L Nails")	1,366	2007	1/31/2021
3725	Watsonville/Freedom	CA	Hein Thuy le and Hoa Le (DBA "Whispering Pines Dry Cleaners")	1,200	2014	2/28/2019
3725	Watsonville/Freedom	CA	Split rent for The 99 Cent Store			10/31/2018
3748	Hollister	CA	Crystal TV, Inc. / Radio Shack Licensed Dealer	2,300	2007	3/31/2020

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
3748	Hollister	CA	VIP Wireless, Inc., MetroPCS Authorized Dealer	2,800	2016	10/21/2020
3785	Tabb	VA	Chick-Fil-A Inc.	54,860	2000	3/31/2021
3785	Tabb	VA	Kroger Limited Partnership I	92,348	2014	9/30/2033
3785	Tabb	VA	Kroger Limited Partnership I	37,268	2014	9/30/2033
3785	Tabb	VA	Restaurant Property Investors II LLC c/o Burger Busters Inc. (DBA "Taco Bell")	38,768	2015	9/30/2033
4022	Grand Forks	ND	Hometown Automotive Repair LLC	4,620	2010	8/31/2019
4057	Fargo	ND	NDM Restaurants (DBA "Burger King")	5,000	1976	6/30/2018
4057	Fargo	ND	Dakota Tire Service, Inc	4,000	2004	3/31/2019
4113	Erie	PA	Erie Physicians Network ~ UPMC, Inc	7,760	2008	11/30/2020
4170	Rapid City	SD	MTS Enterprises LLC (DBA "Tiretech")	2,914	2010	2/28/2019
4214	Des Plaines	IL	(DBA "Eddies Restaurant CO")	3,205	1988	7/31/2022
4214	Des Plaines	IL	The Twins Group, Inc. (DBA "Taco Bell")		1988	10/31/2018
4214	Des Plaines	IL	(DBA "Quick Service Auto")	4,192	2008	11/30/2022
4214	Des Plaines	IL	Split rent w/ ML for Eddie's Restaurant Co.- Lasalle Bank Na Trust #54625 D			7/31/2022
4272	Bismarck	ND	McDonalds Corp.	5,000	1984	8/20/2020
4272	Bismarck	ND	Split rent for Mc Donald's			10/31/2019
4351	Rochester	MN	Salvation Army	20,000	2004	11/30/2020
4381	Bridgeview	IL	Sears Outlet Stores, LLC	11,576	2012	1/31/2021

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4389	Mc Allen	TX	Big Lots Stores Inc #01544B	22,755	2000	11/30/2019
4399	Silver Springs	MD	DavCo Food, Inc. (DBA "Wendy's")	2,453	1990	10/31/2018
4421	North Hollywood	CA	Successor in interest to Pic N Save (DBA "Big Lots Stores Inc.")	20,000	1970	3/31/2021
4421	North Hollywood	CA	Paul Jardin of USA, Inc. (DBA "3 Day Suit Broker")	11,000	1986	3/30/2021
4478	Trenton/Hamilton	NJ	Briemor Operating Partnership			6/30/2020
4494	Trujillo Alto	PR	RD Management Corporation	4,100	1985	5/31/2024
7030	Kalispell	MT	Burger King Corporation	4,000	1999	5/5/2020
7030	Kalispell	MT	Split Rent for Burger King Sublease		1999	5/5/2020
7030	Kalispell	MT	Evergreen Chamber of Commerce		2013	7/31/2019
7033	Lewiston	ID	Split rent for Wendy's outlot		0	2/28/2015
7033	Lewiston	ID	Dale F. Nagy/Picadilly Investment Properties (DBA "Wendy's")	3,000	1984	2/28/2015
7042	Valparaiso	IN	BR Associates Inc (DBA "Long John Silver Seafood Shoppes")	35,875	1977	12/31/2018
7783	San Juan (Hato Rey)	PR	Marketing & Printing Solutions, Inc.	695	2010	11/30/2018
8206	Nashville	TN	Sears Outlet Stores, LLC	70,227	2012	12/31/2022
8262	Naperville	IL	Dart Warehouse Corporation		2011	12/31/2020
8273	Lawrence	KS	(DBA "Berry Plastics Corporation")	100 Parking Spaces	2013	10/15/2018
8724	Pittsburgh	PA	Sears Outlet Stores, LLC	44,215	2012	12/31/2022
8744	Allentown	PA	Fedex Ground Package System Inc	50 Trailers	2015	1/31/2019

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8768	Sacramento	CA	Sears Outlet Stores, LLC	43,063	2012	12/31/2018
8818	Pearl City	HI	Bethany Korean United Methodist Church	9,096	2011	4/30/2021
8818	Pearl City	HI	Sears Outlet Stores, LLC	28,978	2012	12/31/2022
8937	Tucson	AZ	Sims Recycling Solutions Inc.	6,000	2012	12/31/2020
9413	West Orange	NJ	Dollar Tree Stores, Inc. #3811	10,280	1981	1/31/2022
9413	West Orange	NJ	Eyeglass Service Industries, Inc.	800	1981	10/31/2014
9413	West Orange	NJ	Staples, Inc. #0168	19,740	1988	2/28/2017
9420	Bronx	NY	David's Check Cashing, Inc.	722	2008	11/20/2018
9420	Bronx	NY	G-Maxx Home of Bruckner, LLC	5,138	2009	10/31/2014
9420	Bronx	NY	Sears, Roebuck and Co.	2,736	2018	11/30/2023
9420	Bronx	NY	Burlington Coat Factory of California LLC		2018	
9423	Bridgehampton	NY	Lands' End, Inc.		2014	1/31/2016
9693	Marine City	MI	Frank Koehldorfer (DBA "Marine City Auto Care")	3,216	2010	2/28/2019
1280	Springdale	OH	Tri-County Mall LLC	4,316		7/31/2024
2138	Santa Barbara	CA	Sprint PCS Assets, LLC			6/30/2019
3018	Valencia	CA	Magic Auto Center	4,406		3/30/2022
3018	Valencia	CA	McDonalds Corp L/C 004-1368	5,000		5/31/2022
3018	Valencia	CA	Simply Discount Furniture	79,699		5/31/2022
3116	Wilmington (Store Closing)	NC	Jack A. Sneed Corporation	5,604		6/30/2023
3239	Kansas City	MO	Zeller Auto Repair	4,201		8/31/2020
3239	Kansas City	MO	Advance America	1,480		1/31/2020

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3239	Kansas City	MO	Barbers Plus	1,600		12/31/2018*
3239	Kansas City	MO	H & R Block	2,400		4/30/2019
3239	Kansas City	MO	Big Bowl Pho	2,400		4/30/2022
3239	Kansas City	MO	Papa John's	2,000		6/30/2021
3239	Kansas City	MO	Tasty Thai	2,000		3/31/2020
3361	Allentown	PA	Floreff LLC & Nathan & Alison LLC			5/31/2023
3371	Chicago	IL	AGC Addison Owner, LLC			4/1/2019
3447	Clive	IA	At Home Stores, LLC	90,000		1/31/2021
3483	Ontario	CA	Wolf Family Series LP	11,000		5/31/2020
3793	Miami	FL	Goodwill	208		9/30/2019
4064	N Versailles	PA	Burger King Corporation	2,750		11/24/2020
4215	Kansas City	KS	Xiao Jun Song and Liu Y Lin	11,408		1/31/2019
4433	Quincy	IL	Gengenbacher Ice Shack			10/31/2018*
4450	Raleigh	NC	Choice Auto Repair	4,581		9/30/2021
4450	Raleigh	NC	Grand Slam USA	20,000		9/30/2021
4455	Beaverton	OR	Glowing Greens, LLC	20,000		7/31/2018
4455	Beaverton	OR	Beaverton Mart Company			8/31/2022
4455	Beaverton	OR	Carr Auto Group			4/30/2019
7067	Ft. Meyers	FL	Floor & Decor	75,200		8/31/2026
7259	Williamsburg	VA	New Oriental Crafts, LLC	3,200		10/31/2019
7259	Williamsburg	VA	H & R Block	1,600		4/30/2019
7259	Williamsburg	VA	International Styles	1,200		9/30/2019

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
7259	Williamsburg	VA	New Oriental Crafts, LLC	2,000		10/31/2019
7259	Williamsburg	VA	Tu Tienda and Gifts	5,160		8/30/2019
7259	Williamsburg	VA	Williamsburg Peking Corp	9,560		9/30/2019
7274	Mauldin	SC	Mauldin at Butler, LLC (Hughes Development)			3/31/2019
7324	O'Fallon	MO	At Home Stores, LLC	87,314		11/29/2020
8065	Miami	FL	Miami Hotel Enterprise LLC	50 Parking Spaces		11/14/2019
8065	Miami	FL	Sears Home Improvement Products, Inc. (Embedded)	1,000		
8398	San Jose	CA	Beacon Sales Acquisition, Inc.	37,500		10/31/2023
9348	Norridge	IL	Darden/Longhorn Steakhouse			3/31/2021
9354	Griffin	IN	El Centro Mall, Ltd.			
30936	Tinley Park	IL	Bettenhausen Automotive	250 Parking Spaces		8/6/2018*
30936	Tinley Park	IL	Ziegler Nissan of Orland Park	250 Parking Spaces		3/20/2019
30938	Glendale	AZ	Living Spaces	126,164		4/30/2024
30969	San Leandro	CA	Living Spaces	91,905		11/30/2022
31882	San Diego	CA	Lucky Star Seafood Restaurant	11,000		4/30/2019
31882	San Diego	CA	Northgate Gonzalez Markets	41,371		7/31/2023
31882	San Diego	CA	Burlington Coat Factory	63,900		2/28/2025
61901	Scottsdale	AZ	Living Spaces Furniture, LLC	133,120		9/30/2024
62529	San Diego	CA	Zion Market San Diego Inc.	94,500		12/31/2023
62707	Springfield	MO	David's Bridal Inc	12,370		1/31/2019

2. The following is a list of security deposits applicable to the:

**A. Owned Real Property**

PS Unit#	Lease	City	State	Landlord/Tenant name	Paid (Received) Amount
<b>Sears</b>					
3966	29976	APPLE VALLEY	CA	VIRGINIA BARNICOAT AND DAVID B	(1,166.67)
3966	33059	APPLE VALLEY	CA	MINA PATEL DBA APPLE VALLEY SM	(1,806.00)
3966	35548	APPLE VALLEY	CA	DIEM HONG NGO	(340.00)
3966	35548	APPLE VALLEY	CA	DIEM HONG NGO	(525.85)
01314	01314 01C	NEW BRUNSWICK	NJ	NEW BRUNSWICK RESTAURANT LLC	(21,666.66)
01710	01710 01C	NORTH OLMSTED	OH	GEORGE GROUP - GREAT NORTHERN LTD, AN OHIO LTD	(22,183.98)
02183	02183 01B	S PORTLAND	ME	OTB ACQUISITION LLC	(22,500.00)
45115	08702 43A	MINNEAPOLIS	MN	BEAUPRE AERIAL EQUIPMENT	(3,333.00)
45162	08717 48D	HOUSTON	TX	HOLLIDAY DOOR & GATE LLC	(3,500.00)
26731	26731 08B	MANAKIN SABOT	VA	SAWYER BUSINESS GROUP INC	(3,585.00)
<b>Kmart</b>					
3088	36116	KENOSHA	WI	METRO PCS	(1,800.00)
3722	35477	BURLINGTON	WA	RENT-A-CENTER WEST, INC.	(3,734.13)
3722	35457	BURLINGTON	WA	HI-TEK NAILS	(4,234.00)
9255	34822	PALMER	MA	GIL'S GYM AND RACQUET HEALTH C	(14,997.75)
26185	35269	CLARKSVILLE	IN	PEDDLERS MALL, LLC	(19,000.00)
3544	35422	SALEM	VA	WEST MAIN HAIR SALON	(1,866.66)
3544	34984	SALEM	VA	NAIL TIPS	(1,251.00)
3544	34988	SALEM	VA	UPS STORE	(1,533.33)
30934	35159	MEMPHIS	TN	TENNESSEE CASH CONNECTION, LLC	(1,498.00)

**B. Leased Properties**

PS Unit#	Lease	City	State	Landlord/Tenant name	Paid (Received) Amount
<b>Sears</b>					

25016	25016 44D	COLUMBUS	OH	BROWNING POLARIS, LLC	18,657.74
07595	07595 16A	GAHANNA	OH	MHI OHIO CC III LLC	4,331.25
01678	01678 10A	CARLSBAD	CA	RPI CARLSBAD, L.P.	75,000.00
45145	08901 48A	BENICIA	CA	ICON NEWCO POOL 1 SF NON-BUS PARKS	57,912.24
45146	08868 48A	MILPITAS	CA	PSB N CA INDUSTRIAL PORTFOLIO LLC	23,233.69
7979	07979 15B	JACKSONVILLE	FL	TOWN CENTER STORAGE	37,200.00
45359	08004 48D	SPOKANE	WA	NEW AFC REALITY LLC	12,467.00
45415	08709 73B	KENT	WA	CENTERPOINT PROPERTIES TRUST	553,922.66
					56,669.92
9507	09507 11B	SAN ANTONIO	TX	COPT SA TECHNOLOGY C	
08162	08162 15B	EDEN PRAIRIE	MN	EDEN PRAIRIE ASSOCIATES LLC	6,560.25
01092	01092 05A	WAYNE	MI	AUTO ACCESSORIES USA INC	(14,600.00)
45167	08818 48C	PEARL CITY	HI	BETHANY KOREAN UNITED METHODIST CHURCH	(22,740.00)
8369	08369 15E	SANTA ANA	CA	ATLAS INTERNATIONAL INC	(22,650.00)
8398	08398 15B	SAN JOSE	CA	ROOFING SUPPLY GROUP - BAY AREA LLC	(50,000.00)
<b>Kmart</b>					
3127	36019	TEMPLE CITY	CA	CROWN CITY AUTOMOTIVE	(12,997.70)
3235	36970	WEST COVINA	CA	PURRFECT AUTO SERVICE	(10,999.00)
3286	35669	BRUNSWICK	OH	JUD'S BEST DISCOUNT MUFFLER &	(2,100.00)
3379	35119	WATERFORD	MI	M & L AUTO	(4,934.66)
3725	29334	FREEDOM	CA	RICHARD & JOANNE TURNER (99 CE	(6,160.00)
3725	29336	FREEDOM	CA	JOSE & DORA ESPINDOLA (DESIGN	(2,730.00)
3725	29337	FREEDOM	CA	LOUIS HONG D.D.S	(3,500.00)
3725	29343	FREEDOM	CA	ADVANCE AM CASH CENTERS	(1,540.00)
3725	34757	FREEDOM	CA	D&L NAILS	(4,917.60)
3725	35894	FREEDOM	CA	WHISPERING PINES DRY CLEANERS	(2,000.00)
3748	29345	HOLLISTER	CA	CRYSTAL TV, INC.	(2,875.00)
3748	37149	HOLLISTER	CA	VIP WIRELESS, INC.	(7,466.66)
4022	35363	GRAND FORKS	ND	HOMETOWN AUTOMOTIVE REPAIR LLC	(2,310.00)
4057	33593	FARGO	ND	DAKOTA TIRE SERVICE, INC	(4,400.00)
4113	35763	ERIE	PA	ERIE PHYSICIANS NETWORK-UPMC,	(8,907.50)
4170	35306	RAPID CITY	SD	TIRETECH	(1,214.17)
4214	35045	DES PLAINES	IL	QUICK SERVICE AUTO	(7,685.34)
4351	34636	ROCHESTER	MN	SALVATION ARMY	(5,000.00)

9420	35597	BRONX	NY	G-MAXX HOME OF BRUCKNER, LLC	(22,936.57)
9420	27016	BRONX	NY	DAVID'S CHECK CASHING, INC	(7,600.00)
9693	35463	MARINE CITY	MI	MARINE CITY AUTO CARE	(4,598.88)
3018	35326	VALENCIA	CA	MAGIC AUTO CENTER	(11,015.00)
3127	36019	TEMPLE CITY	CA	CROWN CITY AUTOMOTIVE	(12,997.70)
3235	36970	WEST COVINA	CA	PURRFECT AUTO SERVICE	(10,999.00)
3239	35458	KANSAS CITY	MO	KEN ZELLER/ZELLER AUTO REPAIR,	(6,301.50)
3239	33598	KANSAS CITY	MO	TASTY THAI	(1,666.67)
3239	33602	KANSAS CITY	MO	BARBERS PLUS	(700.00)
3239	33603	KANSAS CITY	MO	ADVANCE AMERICA CASH	(1,171.67)
3239	35643	KANSAS CITY	MO	RG THRIFT STORE LLC	(2,800.00)
3239	35950	KANSAS CITY	MO	M & D ENTERPRISES, INC.	(6,144.00)
4022	35363	GRAND FORKS	ND	HOMETOWN AUTOMOTIVE REPAIR LLC	(2,310.00)
4113	35763	ERIE	PA	ERIE PHYSICIANS NETWORK-UPMC,	(8,907.50)
4170	35306	RAPID CITY	SD	TIRETECH	(1,214.17)
4215	27610	KANSAS CITY	KS	XIAO JUN SONG AND LIU Y LIN	(5,000.00)
4351	34636	ROCHESTER	MN	SALVATION ARMY	(5,000.00)
4450	35061	RALEIGH	NC	CHOICE AUTO REPAIR	(6,489.72)
4455	35839	BEAVERTON	OR	GLOWING GREEN, LLC	(8,000.00)
7259	29383	WILLIAMSBURG	VA	WILLIAMSBURG PEKING CORP	(15,817.62)
7259	34571	WILLIAMSBURG	VA	KING'S CREEK PLANTATION LLC	(2,000.00)
7259	35465	WILLIAMSBURG	VA	NEW ORIENTAL CRAFTS, LLC	(2,500.00)
7259	35722	WILLIAMSBURG	VA	DPE INC,	(2,400.00)

3. The Following issues affect the status of Lease Premises.

Store	Unit #	City	State	Status
Kmart	30938	Glendale	AZ	Lease renewal sent extending term to 04/30/2024.
Sears	1098	Clovis	CA	A 60 day stay letter was sent and Seller exercised its 5 year renewal option

Store	Unit #	City	State	Status
Kmart	7390	McKinleyville	CA	At landlord, Seritage's, request, Seller, as tenant, has signed a bifurcated lease but Seller has not received countersignature by landlord (Seritage likely selling property).
Sears	2829	Victorville	CA	A 60 day stay letter was sent and Seller exercised its 5 year renewal option
Sears	2068	Visalia	CA	Lease amendment pending re setting of rent amounts for 3 year renewal option as lease provides for renewal rent to be set at FMV (current lease expires 05/31/19); At landlord, Seritage's, request, Seller, as tenant, has signed a bifurcated lease but Seller has not received countersignature by landlord (Seritage likely selling property).
Sears	8065	Miami	FL	6 month Co-Occupancy License Agreement being granted to Service.com upon SHIP APA Closing
MDO	8920	Louisville	KY	Renewal was due by 10/30/18. 10/31/18 letter to landlord re BK and reservation of right to exercise renewal. LL sent notice dated 12/1/18 terminating tenant renewal
Sears	1053	Saugus	MA	Landlord has issued a notice of partial recapture.
Sears	1754	Gaithersburg	MD	6 month Co-Occupancy License Agreement being granted to Service.com upon SHIP APA Closing
Kmart	7035	Farmington	NM	Seller and Seritage, landlord, have signed a bifurcated lease (Seritage likely selling property).
Kmart	7016	Hobbs	NM	Seller and Seritage, landlord, have signed a bifurcated lease (Seritage likely selling property); landlord has issued a notice of partial recapture.
Kmart	4871	Farmingville	NY	A 60 day stay letter was sent and Seller exercised its 5 year renewal option, however, LL is contesting the validity of the renewal notice.

Store	Unit #	City	State	Status
	5864	Las Vegas	NV	Term of lease expired 08/31/18; lease provides that tenancy goes to month to month after term expires. Negotiating new lease with Landlord.
Kmart	3266	Edwardsville	PA	A 60 day stay letter was sent and Seller exercised its 5 year renewal option
Kmart	3268	Wilkes Barre	PA	A 60 day stay letter was sent and Seller exercised its 5 year renewal option, however, LL is contesting the validity of the renewal notice
Sears	2355	Hatillo	PR	A 60 day stay letter was sent and Seller exercised its 5 year renewal option.
Sears	1905	San Juan	PR	2 year Co-Occupancy License Agreement being granted to Service.com upon SHIP APA Closing
Sears	1575	Hampton	VA	At landlord, Seritage's, request, Seller, as tenant, has signed a bifurcated lease but Seller has not received countersignature by landlord (Seritage likely selling property).

**Schedule 6.6(d)**

1. The following lease defaults have been alleged against the Leased Properties and remain unresolved:

RE ID	ST	Name	Address	Detail
704200	IN	Valparaiso	2801 Calumet Ave	Default Notice – Alleged failure to pay ATM rent of \$15, 638.71 and 2016 RE Taxes of \$34,886.76, and 2017 taxes owed for \$9,230.90
885100	MA	Westwood	349 University Ave	Default Notice – Alleged failure to pay rent
980800	MT	Hamilton	1235 North First Street	Default Notice - October rent NSF and returned.
720800	NC	Clemmons	2455 Lewisville-Clemmon	Deferred Maintenance Notice – alleged failure to maintain: parking lot, exterior walls, curbs, down spouts, bollards.
487100	NY	Farmingville	2280 North Ocean Ave.	Default Notice – Alleged failure to properly maintain Premises and portions of the Common Area. Landlord is seeking an order by the BK Court declaring that the automatic stay is inapplicable to the lease in question based on an alleged default by Tenant and asserts that the lease expired by its terms on October 23, 2018. Landlord is arguing that because the lease terminated by its terms on October 23, 2018, the automatic stay does not apply to the lease in question and Landlord is seeking a declaration from the Court stating as such and that the lease is not property of the Debtors' estates.
882300	VA	Dulles	45065 Old Ox Rd	Default Notice – Alleged failure to maintain building.
883600	VA	Richmond	4100 Tomlyn St	Default Notice - Failure to pay CAM
173800	HI	Kaneohe(Sur)	46-056 Kamehameha Hwy	Default Notice – Nonpayment of rent
777700	NY	New York	770 Broadway	Rent Dispute
932800	CA	Long Beach	2900 Bellflower Blvd	Possible lease default alleged;
700600	ID	Twin Falls	2258 Addison Ave East	Landlord claims Tenant has breached lease by (i) building addition over property line and (ii) obligations related to installation and removal of underground storage

RE ID	ST	Name	Address	Detail
				tanks. Landlord has filed motion in BK proceeding to compel the Debtors to reject the lease associated with this location or, in the alternative, establish a deadline by which the Debtors must assume and cure all defaults or reject the lease.
2537	TX	Harlington		Rent dispute with Landlord re correct amount of rent that is owed, including utility charges
30961	NC	Greensboro		Dispute regarding maintenance of roof
3725	CA	Freedom	1702 Freedom Boulevard	Dispute regarding payment of additional rent and delivery of subtenant rent reports.
3202	NJ	Westwood	700-732 Broadway	Alleged failure to pay additional rent for real-estate taxes in the amount of \$119,799.29.

2. With respect to factual matters that could give rise to an event of default after the giving of notice and the passage of any applicable cure period, Item 16 of Schedule 6.5 is hereby incorporated by reference.

3. The following listing is of pending property claims for damage to buildings and FF&E at the Lease Premises, which could give rise to an event of default after the giving of notice and the passage of time:

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
03692		Oconomowoc	WI			8/31/2018	P1808315017	1,000
03750		Waupaca	WI			9/20/2018	P1809215022	1,000
01575		Newport News	VA			10/12/2018	P1810125008	3,000
01814		Fairfax	VA			10/26/2018	P181026578	0
02147		Irving	TX			2/21/2018	P1802215013	1,000,000
01247		Lubbock	TX			5/30/2018	P1806085128	1,276,710.45
03853		Guayama	PR			9/21/2017	P1709225039	5,493,436

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
04490		Guaynabo	PR			9/20/2017	P1709215105	15,939
03896		San German				9/20/20177	P1710115032	1,360,000.45
01935		Mayaguez	PR			9/20/2017	P1710025033	191,843.39
07293		Clifton Heights	PA			12/13/2018	P1812135064	10,000
01154		Whitehall	PA			9/4/2018	P1809055062	3,000
03527		Philadelphia	PA			11/16/18	P1811165001	2,500
02494		Altoona	PA			1/5/2019	P1901065007	0
03600		Schenectady	NY			10/9/2018	P1810115031	1,000
01668		Las Vegas	NV			11/13/2018	P1811135043	7,500
04112		Asheville	NC			9/13/2018	P1809135056	1,000
04450		Raleigh	NC			12/10/2018	P1812105001	0
08319		Charlotte	NC			11/29/2018	P1811295040	500
01403		Natick	MA			12/19/2018	P1812215036	0
03288		Billerica	MA			1/6/2019	P1901075009	0
04215		Kansas City	KS			8/31/2018	P1809055014	1,000
01740		Joliet	IL			12/21/2018	P1812215050	1,000
02805		Panama City	FL			10/10/2018	P1811095002	0
07321		Bradenton	FL			9/12/2017	P1709185056	10,000
04893		Ellenton	FL			9/10/2017	P1709115098	3,123.18
03424		Gainesville	FL			12/7/2018	P1812075016	500
01755		Boynton Beach	FL			9/11/17	P1709125057	17,263
03235		West Covina	CA			12/7/18	P1812075016	500

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
01408		Sacramento	CA			11/3/2018	P1811035047	500
01618		Modesto	CA			6/18/2018	P1806195001	242,000
03483		Ontario	CAN			10/22/2018	P1810235033	1,000
03405	10 W. Lake Street	Minneapolis	MN	Open Store	GL	9/29/2018	P18100950350001	1,000
01085	Intersection of State Roads Pr 1 & Pr 156	Caguas	PR	Open Store	Lease	9/6/2017	P17090850990001	0
02675	Road 3 KML34.7	Guayama	PR	Open Store	Lease	9/21/2017	P17092250450001	1,566,308
07788	Pr 167 & Las Cumbres	Bayamon	PR	Open Store	Lease	9/20/2017	P17092250650001	849,407
07419	Rafael Cordero & Hwy 30	Caguas	PR	Open Store	Lease	9/20/2017	P17092250620001	292,399
07570	Plaza Rio Hondo & Comerio Ave	Bayamon	PR	Open Store	Lease	9/21/2017	P17092250510001	222,810
07741	2643 Ponce Bypass	Ponce	PR	Open Store	Lease	9/20/2017	P17092250640001	278,379
03829	26-A Tutu Park Mall	St Thomas	VI	Open Store	Lease	9/6/2017	P17092050090001	1
01024	6211 Leesburg Pike	Falls Church	VA	Open Store	Lease	8/31/2018	P18090150060001	
45091 a/k/a 8720	2065 George Street	Melrose	IL	Non-Retail	Lease	11/3/2018	P18110350310001	0
01668	4000 Meadow Lane	Las Vegas	NV	Open Store	Lease	11/13/2018	P18111350430001	7,500
04457	26231 Mission Blvd.	Hayward	CA	Open Store	GL	12/1/2018	P18120150500001	500
01274	11500 Midlothian Turnpike	Richmond	VA	Open Store	GL	12/3/2018	P18120450040001	500
04457	26231 Mission Blvd.	Hayward	CA	Open Store	GL	9/20/2018	P18092050920001	1,000
07566	State Road 2 Km 80.2	Arecibo	PR	Open Store	Lease	10/7/2018	P18100850050001	7,000
07639	895 Faulkner Road	Santa Paula	CA	Open Store	Lease	11/9/2018	P18110950210001	500
02355	506 Calle Truncado	Hatillo	PR	Open Store	GL	7/25/2018	P18072551180001	

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
01765	3101 PGA Blvd.	Palm Beach Gardens	FL	Open Store	GL	10/1/2018	P181001513 20001	1,000
07570	Plaza Rio Holdo & Comerio Ave.	Bayamon	PR	Open Store	Lease	8/20/2018	P180820507 10001	200
09551	6600 Clark Road	Paradise	CA	Open Store	Lease	11/8/2018	P181108504 80001	10,000
07413	Remainder Matriculate #1	St Croix	VI	Open Store	Lease	11/11/2018	P181112503 90001	15,000
45168 a/k/a 8825	3825 Forsyth Road	Winter Park	FL	Non-Retail	Lease	11/27/2018	P181128500 30001	5,000
04389	1801 South 10 <sup>th</sup> Street	Mc Allen	TX	Open Store	Lease	10/31/2018	P181031505 20001	500
01905	Avenue F D Roosevelt	San Juan	PR	Open Store	GL	9/20/2017	P170921509 80001	166,151
04732	Road 2 Km 126.5	Aquadilla	PR	Open Store	Lease	9/20/2017	P171012502 40001	75,789
03842	175 Maag Avenue	Oakdale	CA	Open Store	Lease	11/30/2018	P181130504 60001	1,000
45438 a/k/a 8870	1600 Roe Street	Dallas	TX	Non-Retail	Lease	11/19/2018	P181121501 60001	0
01644	200 Park City Center	Lancaster	PA	Open Store	GL	11/13/2018	P181113500 10001	150,000
01935	975 Hostos Avenue	Mayaguez	PR	Open Store	GL	9/20/2017	P171002503 30001	191,843
03317	1401 West Palmetto Park Road	Boca Raton	FL	Open Store	Lease	9/9/2017	P170911507 20001	2,000
04893	6126 Highway 301	Ellentown	FL	Open Store	Lease	9/10/2017	P170911509 80001	3,123
09614	101399 Overseas Highway	Key Largo	FL	Open Store	Lease	9/12/2017	P170912514 50001	10,000
07665	65 <sup>th</sup> Infantry Avenue	Carolina	PR	Open Store	Lease	9/20/2017	P170921510 70001	1,203,431
07783	Pr #22 & Pr #18	San Juan	PR	Open Store	GL	9/20/2017	P170921510 20001	1,003,158
07321	7321 Manatee Avenue West	Bradenton	FL	Open Store	Lease	9/12/2017	P170918505 60001	10,000
02027	1000 S. Seward Meridian Road	Wasilla	AK	Open Store	GL	11/30/2018	P181130504 30001	20,000

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
07793	9000 Lockhart Gardens S/C; Suite 1	St Thomas	VI	Open Store	Lease	9/25/2017	P171003507 50001	0
03993	State Road 1498 & State Road 584	Juana Diaz	PR	Open Store	Lease	9/20/2017	P171003506 50001	75,769
01274	11500 Midlothian Turnpike	Richmond	VA	Open Store	GL	9/17/2018	P180918501 00001	2,500
03692	1450 Summit Avenue	Oconomowoc	WI	Open Store	Lease	8/31/2018	P180831501 70001	1,000
07713	3207 Solomons Island Road	Edgewater	MD	Open Store	Lease	11/22/2018	P181123505 70001	1,000
01085	Intersection of State Rd Pr 1 & Pr 156	Caguas	PR	Open Store	Lease	9/21/2017	P170925500 40001	3,571,007
07566	State Road 2 KM 80.2	Arecibo	PR	Open Store	Lease	10/4/2018	P181009506 00001	0
07566	State Road 2 KM 80.2	Arecibo	PR	Open Store	Lease	10/6/2018	P181009506 20001	0
03750	830 West Fulton Street	Waupaca	WI	Open Store	Lease	9/20/2018	P180921502 20001	1,000
07255	411 Russell Dyche Highway	Somerset	KY	Open Store	Lease	11/29/2018	P181206500 70001	
02694	100 Spotsylvania Mall	Fredericksburg	VA	Open Store	Lease	5/18/2018	P180519500 40001	
02694	100 Spotsylvania Mall	Fredericksburg	VA	Open Store	Lease	4/26/2018	P180427502 10001	
03266	U.S. Route 11 Mark Plaza	Kingston	PA	Open Store	Lease	9/13/2018	P180913501 80001	9,000
03235	730 South Orange	West Covina	CA	Open Store	Lease	12/7/2018	P181207501 50001	500
07749	250 West 34 <sup>th</sup> Street	New York	NY	Open Store	Lease	12/7/2018	P181207500 80001	1,000
03269	1201 South Dixie	Lantana	FL	Open Store	Lease	9/13/2017	P170913504 10001	2,500
07566	State Road 2 Km 80.2	Arecibo	PR	Open Store	Lease	9/21/2017	P170925502 10001	384,627
04844	9410 Avenue Los Romeros	Rio Piedras	PR	Open Store	Lease	9/21/2017	P170925501 80001	313,403

Unit	Address	Loss City	Loss State	Property Group	10K Owned / L/GL	Date of Loss	Claim Property: Claim Property Number	Estimated Loss to Building and FF&E
07793	9000 Lockhart Gardens S/C; Suite 1	St Thomas	VI	Open Store	Lease	10/22/2017	P171025502 40001	0
07793	9000 Lockhart Gardens S/C; Suite 1	St Thomas	VI	Open Store	Lease	9/21/2017	P170925502 20001	175,000
01154	1259 Whitehall Mall	Whitehall	PA	Open Store	Lease	9/4/2018	P180905506 20001	3,000
01984	South 3701 McKinley Parkway	Buffalo	NY	Open Store	Lease	11/27/2018	P181201501 30001	32,412
01925	Caroline S/C	Carolina	PR	Open Store	Lease	9/6/2017	P170907510 60001	2,500
03829	26-A Tutu Park Mall	St Thomas	VI	Open Store	Lease	9/21/2017	P170925501 20001	1
45577 a/k/a 7385	819 E. Six Forks Road	Raleigh	NC	Non-Retail	Lease	1/11/2018	P180112504 60001	45,000
01654	1067 West Baltimore Pike	Media	PA	Open Store	GL	8/28/2018	P180828504 60001	1,000
07793	9000 Lockhart Gardens S/C; Suite 1	St Thomas	VI	Open Store	Lease	9/6/2017	P170906512 50001	300,000
03829	26-A Tutu Park Mall	St Thomas	VI	Open Store	Lease	9/6/2017	P170906512 20001	5,007,517
01365	20701 SW 112 <sup>th</sup> Avenue	Miami	FL	Open Store	Lease	9/10/2017	P170912504 80001	26,668
01345	1625 West 49 <sup>th</sup> Street	Hialeah	FL	Open Store	Lease	9/11/2017	P170912508 70001	545

**Schedule 6.6(e)**

1. Items 1 and 2 of Schedule 6.6(b) are incorporated herein by reference.
2. The following condemnation matters are pending with respect to the Leased Properties:

RE ID	ST	Name	Address	Detail
724600	IN	Richmond	3150 National Road West	Taking of less than ½ acre.
340500	MN	Minneapolis	10 W Lake Street	Taking for easement for County Streetscaping project. Notice of Condemnation and Quick Taking filed 3/2017.
774900	NY	New York	250 W. 34 <sup>th</sup> St	Threatened condemnation by the Metropolitan Transit Authority
1012	IA	De Moines		Taking of 1,848 square feet does not appear to affect or owned or leased parcels.
2677	LA	Bossier City		Sewer right of way acquisition (condemnation).
1077	LA	Shreveport		City needing permanent and temporary servitude re upgrading and replacement of sewer line. City is under consent decree with federal government to complete the project.
2374	NJ	Vineland		Potential condemnation by the local Landis Sewer Authority
1684	NJ	Woodbridge		Potential condemnation by State of New Jersey. State has offered \$291.

3. The following litigation matters are pending or threatened with respect to the Lease Premises:

STORE NO.	STATE	CITY	ADDRESS	DESCRIPTION
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101800	CA	Baldwin Hills	3755 Santa Rosalia Dr	[Potential]
100800	CA	Boyle	2650 E Olympic Blvd	[Potential]
183800	CA	Burbank	111 E Magnolia Blvd	Cabrera, Gabriela v. Sears, Roebuck and Co. and Does 1-20
932800	CA	Long Beach	2900 Bellflower Blvd	[Potential]
323500	CA	West Covina	730 South Orange	Cabrera, Gabriela v. Kmart Corporation and Does 1-20
176500	FL	Palm Beach Gardens	3101 PGA Blvd	Sears #1765 (Palm Beach Gardens, FL) v. Forbes. Case dismissed without prejudice and may be re-filed.
173800	HI	Kaneohe(Sur)	46-056 Kamehameha Hwy	[Potential]
703300	ID	Lewiston	1815-21 <sup>st</sup> St	The Joseph P. McCann and Frances E. McCann Family Trust of Lewiston Idaho 8351 v. Kmart Corporation
700600	ID	Twin Falls	2258 Addison Ave East	Motion filed by landlord in bankruptcy court.
130000	IL	Oakbrook	2 Oakbrook Ctr	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
109200	MI	Westland	35000 Warren Rd	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
340500	MN	Minneapolis	10 W Lake Street	Boitnott, Jerald v. K-Mart Corporation d/b/a K-Mart
307100	NJ	Toms River	213 Highway 37 E	Raven Associates v. Sears Holdings, Kmart Corporation, et al. Case No. C-126-15; Ocean County, Superior Court of New Jersey [On Appeal]
143400	NJ	Wayne	50 Route 46	State of New Jersey, by the Commissioner of Transportation v. Willowbrook Mall, LLC; Sears, Roebuck and Co.; et al.
386200	NY	Bohemia	5151 Sunrise Hwy	Sayville Menlo, LLC v. Sears Holdings Management Corporation

942000	NY	Bronx	1998 Bruckner Blvd	Kmart #9420 (Bruckner Plaza, Bronx, NY) v. Vornado Realty Trust
942000	NY	Bronx	1998 Bruckner Blvd	Kmart Corporation #9420 v. Lens Lab Express, Inc.
111400	NY	Brooklyn	2307 Beverley Rd	Flatbush Center Parking LLC v. Sears Holding Corp. (ARB) AAA Arbitration Case No. 02-18-0001-6118
487100	NY	Farmingville	2280 North Ocean Ave.	Motion has been filed in the bankruptcy case initially; may become a separate suit
777700	NY	New York	770 Broadway	[Potential]
941600	NY	White Plains	399 Tarrytown Rd	Cerbone of Naples Inc., et al v. Sears Holdings Management, et al.
141000	OH	Canton	4100 Belden Village Mall	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
171400	PA	Greensburg	5256 Route 30	Sears, Roebuck and Co. v. DentalCare Partners, Inc., et al.
757000	PR	Bayamon	Plaza Rio Hondo & Comerio Ave	Kmart Corporation v. Marketing & Printing Solutions Inc.
778800	PR	Bayamon	Pr 167 & Las Cumbres	Kmart Corporation v. Marketing & Printing Solutions Inc.
778300	PR	Hato Rey	Pr #22 & Pr #18	Kmart Corporation v. Marketing & Printing Solutions Inc.
348400	WV	Elkview	I-79/Us 43 Crossings Mall	Kmart Corporation v. Tara Retail Group
4706	CA	Riverside		Claimant: Christina Lagunas
1357	TX	Austin/Barton Creek		Claimant: MaryLou Trigo
2306	AL	Gadsden		Claimant: Karen Hogeland
3793	FL	Miami		Claimant: Oneida Lazo
4123	NY	Niagara Falls		Claimant: Nancy Burkhart

1464	NJ	Deptford		Claimant: Natalie Parker
3424	FL	Gainesville		Claimant: Angela Powell
1414	NY	Nanuet		Claimant: Patrizia Proscia
1955	FL	Lakeland		Claimant: Mary Miller
9348	IL	Norridge		Claimant: Miroslav Stevanovic
2990	IL	Rockford-Cherryvale		Claimant: Leonor Jaimes
4706	CA	Riverside		Claimant: Trinity Annan
3818	FL	Hollywod	3800 Oakwood Blvd	Claimant: Julia Hernandez
1758	CA	Escondido	210 E Via Rancho Pkwy	Claimant: Mary Senic
7139	WY	Jackson	510 S Hwy 89	Claimant: Martha McCravey
3592	NV	Las Vegas	5051 E Bonanza Rd	Claimant: Felix Counterman
1226	LA	Metairie	4400 Veterans Mem Blvd	Claimant: Rhonda Christopher
4272	ND	Bismarck	2625 State St	Claimant: Frances Grueneich
4272	ND	Bismarck	2625 State St	Claimant: Vivian Hilken
3862	NY	Bohemia	5151 Sunrise Hwy	Claimant: Vivian Romanowski
4421	CA	North Hollywood	13007 Sherman Way	Claimant: Karen Barrientos
7192	PA	Easton	320 South 25 <sup>Th</sup> Street	Claimant: Blanca Hernandez
3873	DE	Wilmington	4700 Limestone Road	Claimant: Linda Cronk
1300	IL	Oakbrook	2 Oakbrook Ctr	Claimant: Zayna Abdeldeen
3954	PA	Walnutport	400 North Best Ave	Claimant: Rita Erschen
8287	CA	Ontario	5600 East Airport Rd	Claimant: Inocencio Ibarra
1733	NY	Yonkers	Rte 87(Ny St) & Cross Ct Pkwy	Claimant: Eunice Tuitt
1212	IL	N Riverside	7503 W Cermak Rd	Claimant: Genoveva Diego

3972	VI	St. Croix	Sunny Isle S/C, Space #1	Claimant: Joanna Samuel
2219	WA	Lacey/Olympia	651 Sleater Kinney Rd Se 1300	Claimant: Tabitha Priest
7654	NY	Bronx	300 Baychester Avenue	Claimant: Abel Santiago
2990	IL	Rockford-Cherryvale	7200 Harrison Ave	Claimant: Jaimes Leonor
3818	FL	Hollywood	3800 Oakwood Blvd	Claimant: Heidie Mulato
4389	TX	Mcallen	1801 South 10 <sup>Th</sup> Street	Claimant: Olga Hernandez
7413	VI	Frederiksted	Remainder Matriculate #1	Claimant: Aquita Williams
3972	VI	St. Croix	Sunny Isle S/C, Space #1	Claimant: O'Rosia Figueroa
3829	VI	St. Thomas	26 – A Tutu Park Mall	Claimant: Andlib Salem
7616	SC	Lexington	748 W Main Street	Claimant: Michelle Peele
1560	OH	Dayton Mall		(ADA) Access Center for Independent Living, et al. v. WP Glimcher Inc., et al. [Sears #1560]
3235	CA	West Covina		(ADA) Cabrera, Gabriela v. Kmart Corporation and Does 1 - 20
4047	CA	Costa Mesa		(ADA) Von Trapp, Debra v. Kmart Store #4047
4490	PR	San Juan		Marketing & Printing Solutions v. Kmart Operations, LLC and Kmart Corporation

4. The following subrogation and/or indemnification claims have been alleged by Sellers against third parties with respect to damage to the:

***A. Owned Real Property***

Debtor	Unit	Address	City	State	SCH Format	10K Owned/L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
	01720		Sterling Heights	MI						
	01012		Des Moines	IA			North American Roofing		Iowa District Court for Polk County	LACL 140725
	01171	2825 S. Glenstone Ave	Springfield	MO	Sears	Owned		Yes		
	01364	4 Smith Haven Mall	Lake Grove	NY	Sears	Owned	Biscayne Roofing	Yes		
	01217	1305 Airline Road	Corpus Christi	TX	Sears	Owned	Geico	Yes		
	01074	11170 Mall Circle	Waldorf	MD	Sears	Owned	Integrated Service Mgt. (ISM)	Yes		
	S490	3333 Beverly Road	Hoffman Estates	IL	Office	Owned	Madhuri Matta/ Nationwide Ins.	Yes		
	01217	1305 Airline Road	Corpus Christi	TX	Sears	Owned	Firetrol Ins. Carrier: US HDI Global	Yes		
	01634	6901 Security Square Blvd.	Baltimore	MD	Sears	Owned		Yes		
	01307	4310 Buffalo Gap Road	Abilene	TX	Sears	Owned		Yes		
	01224	4600 Jonestown Road	Harrisburg	PA	Sears	Owned		Yes		

Debtor	Unit	Address	City	State	SCH Format	10K Owned/ L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
	01354	2500 W. Moreland Road	Willow Grove	PA	Sears	Owned		Yes		

**A. Leased Properties:**

Debtor	Unit	Address	City	State	SCH Format	10K Owned/ L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
	07223		Metairie	LA			Swift			
	01470		Greenwood	IN			Kimco			
	01844		Columbia	MD			RCC			
	01071		Lakewood	CO			Central Mutual Insurance /Debra Molinaro			
	02617		Victoria	TX						
	02173		Saratoga	NY			Wilton Mall, LLC c/o The Macerich Company			
	04026		St Joseph	MO			Mart Plaza, LLC			
	01017		Lakewood	CO						
	01844		Columbia	MD						
	02435		Charlotteville	VA			Swift Transportation			
	09520		Gulfport	MS						
	01388		Costa Mesa	CA			S-Tract, LLC			
	02078		Yuma	AZ			Allstate Insurance Company / Maria Urquijo			

Debtor	Unit	Addresses	City	State	SCH Format	10K Owned/L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
	02278		Idaho Falls	ID			USI			
	03235		West Covina	CA						
	01968		Palm Desert	CA			Kellermeyer Bergensons Services, LLC.			
	04433		Quincy	IL			Twister Services			
	01618		Modesto	CA						
	01137		Austin	TX						
	01388		Costa Mesa	CA						
	01247		LUBBOCK	TX			LUBBOCK			
	01935		MAYAGUEZ	PR						
	01111		COLORADO SPRINGS	CO			Jeremy Coe, vehicle owner, Kaelin Coe, driver, Safeco Ins. Y8382197.			
	04170		Rapid City	IA						
	01814		Fairfax	VA			Capital Demolition LLC			
	09415		Mahopac	NY			Heidenberg Properties			
Kmart Corporation	04026		ST JOSEPH	MO			Mart Plaza, LLC c/o GJ Realty	Yes	Circuit Court of Buchanan County	18BU-CV04503

Debtor	Unit	Addresses	City	State	SCH Format	10K Owned/L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
									Missouri	
Innovel and Sears Roebuck and Company	8872	580 Raco Parkway	Pendergrass	GA	Distrib. Center	Lease	Jackson County Water & Sewage Authority	Yes	Superior Court of Jackson County State of Georgia	15CV0516
Sears Roebuck & Co	08830	12001 Sears Avenue	Livonia	MI	Logistics	Lease	Frigidaire	Yes	Circuit Court of Cook County Illinois	2018-L-004825 in IL + 17-010869 in MI
Sears Roebuck & Co	01925	Carolina S/C	Carolina	PR	Sears	Lease	Atlas Roofing	Yes	US Dist Court for the Dist of Puerto Rico	3:15-cv-01645
Sears Roebuck & Co	01915	Avenni da Aguas Buenas	Bayamon	PR	Sears	GL	Atlas Roofing	Yes	United States District Court for the District of Puerto Rico	3:18-cv-01649
Kmart Corp.	03484	I-79/US 43	Elkview	WV	Kmart	Lease	Tara Retail Group	Yes	US Bankruptcy Court for the Northern District of WV	1:17-bk-00057

Debtor	Unit	Addresses	City	State	SCH Format	10K Owned/L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
	01066	10302 Southside Blvd	Jacksonville	FL	Sears	Lease		Yes		
	03972	Sunny Isle S/C, Space #1	St Croix	VI	Kmart	Lease	Sunny Isle Shopping Center, Inc.	Yes		
	07192	320 South 25th Street	Easton	PA	Kmart	Lease		Yes		
	03707	1870 McCulloch Blvd.	Lake Havasu City	AZ	Kmart	Lease	Mather Brothers Ice	Yes		
	04494	200 Carr 181	Trujillo Alto	PR	Kmart	Lease		Yes		
	07139	510 S. Hwy 89	Jackson	WY	Kmart	Lease		Yes		
	09420	1998 Bruckner Blvd.	Bronx	NY	Kmart	Lease	Diversified	Yes		
	04170	111 E. North Street	Rapid City	SD	Kmart	Lease		Yes		
	01111	2050 Southgate Road	Colorado Springs	CO	Sears	GL	Jeremy Coe, vehicle owner, Kaelin Coe, driver, Safeco Ins. Y8382197.	Yes		
	07006	2258 Addison Ave. East	Twin Falls	ID	Kmart	Lease	Minor, Dominic M. Farag. Janice Kroeger, Sr.	Yes		

Debtor	Unit	Addresses	City	State	SCH Format	10K Owned/L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
							Deputy Prosecuting Atty, Twin Falls County, Idaho.			
	01935	975 Hostos Ave	Mayaguez	PR	Sears	GL		Yes		
	07192	320 South 25th Street	Easton	PA	Kmart	Lease		Yes		
	01968	72-880 Highway 111	Palm Desert	CA	Sears	Lease	Kellermeyer Bergensons Services, LLC.	Yes		
	01248	660 W. Winton Ave.	Hayward	CA	Sears	Lease		Yes		
	03235	730 South Orange	West Covina	CA	Kmart	Lease		Yes		
Sears Roebuck & Co	02694	100 Spotsylvania Mall	Fredericksburg	VA	Sears	Lease	Spotsylvania Mall Company c/o The Cafaro Company	Yes	Court of Common Pleas Trumbull County, Ohio	2018 cv 1614
	03972	Sunny Isle S/C, Space #1	St Croix	VI	Kmart	Lease	Sunny Isle Shopping Center, Inc.	Yes		
	09520	12057-A Hwy 49	Gulfport	MS	Kmart	Lease		Yes		

Debtor	Unit	Addresses	City	State	SCH Format	10K Owned/L/GL	Defendant Name	Recover	Jurisdiction	Court Case Number
	02435	1531 Rio Road E.	Charlotteville	VA	Sears	Lease	Swift Transportation	Yes		
	01674	100 Main Street	White Plains	NY	Sears	Lease	Manager Realty, LLC c/o Pacific Retail Capital Partners	Yes		
	03873	4700 Limestone Road	Wilmington	DE	Kmart	Lease		Yes		
	09224	5561 Overseas Highway	Marathon	FL	Kmart	Lease		Yes		
	03592	5051 E. Bonanza Road	Las Vegas	NV	Kmart	Lease	Lange	Yes		
	01008	2650 E. Olympic Blvd.	Los Angeles	CA	Sears	Lease		Yes		
	01008	2650 E. Olympic Blvd.	Los Angeles	CA	Sears	Lease		Yes		
	07653	42126 Big Bear Boulevard	Big Bear Lake	CA	Kmart	Lease	NorthStar Recovery Services Chubb	Yes		
	01674	100 Main Street	White Plains	NY	Sears	Lease		Yes		
	07383	241 Wooster Road North	Barberton	OH	Kmart	Lease	Danny Greenwade Ontario Bradley 3rd Defendant	Yes		



**Schedule 6.7**

**Taxes**

Sears Reinsurance Company, Ltd is a regarded entity for U.S. federal income tax purposes.

**State Sales Tax Audits**

<b>Company Name</b>	<b>State</b>	<b>Audit Period</b>	<b>Status/Audit Issues / Proposed Assessment</b>
A & E FACTORY SERVICES	CA	01/12/2012-12/31/2014	Field work beginning
A & E FACTORY SERVICES	PA	1/01/2009 - 12/31/2012	\$2.6m proposed assessment; being appealed
A & E FACTORY SERVICES	SC	1/12/2015-12/31/2018	Awaiting contact from auditor
A & E FACTORY SERVICES	TN	12/01/2008 - 1/31/2012	Awaiting contact from auditor
A & E SIGNATURE SERVICES	CA	01/01/12-12/31/14	Field work beginning
KMART CORP	AR	10/01/2013-09/30/2016	Audit under way, no workpapers received
KMART CORP	FL	05/01/2015-04/30/2018	Fixed assets and expense reviewed with auditor proposing \$60k liability. Sales review has started.
KMART CORP	MI	TBD	Audit not yet started
KMART CORP	NJ	01/01/14-12/31/17	Fixed assets reviewed.
KMART CORP	PA	1/1/15 - 8/1/18	Audit under way, no workpapers received
KMART CORP	TX	1/1/15-12/31/18	Audit just starting
KMART OPERATIONS LLC	AR	04/01/15-09/30/16	Audit under way, no workpapers received
KMART OPERATIONS LLC	NV	10/01/15-09/30/18	Audit just starting
KMART OPERATIONS LLC	NY	6/1/2015 - 11/30/2017	Agreed/settled amount \$363,381.96
KMART STORES OF TEXAS	TX	1/1/15-10/31/2018	Audit just starting
SEARS ROEBUCK	AR	10/01/2013-09/30/2016	Audit under way, no workpapers received
SEARS ROEBUCK	AR	10/01/2013-09/30/2016	Audit under way, no workpapers received
SEARS ROEBUCK	CA	01/01/2012 - present	Audit under way, no workpapers received; purchases & bad debt to be examined

SEARS ROEBUCK	CA	10/01/07 - 12/31/11	Audit is being protested on credit card bad debt, penalty & interest of \$600k, share 50% of exposure with Citibank
SEARS ROEBUCK	CO City of Castle Rock	10/1/15-9/30/18	Audit under way, no workpapers received
SEARS ROEBUCK	CO City of Lakewood	4/1/15-3/31/18	Proposed assessment of \$70,426
SEARS ROEBUCK	CT	1/1/16-12/31/18	Audit under way, no workpapers received
SEARS ROEBUCK	IL	01/01/2013-06/30/2015	Received assessment for \$923,769. Being protested.
SEARS ROEBUCK	IL	01/01/2016-06/30/2018	Audit just starting
SEARS ROEBUCK	KS	8/1/2015-7/31/2018	Audit in progress; no work papers yet
SEARS ROEBUCK	KS	08/01/2015-07/31/2018	Audit in progress; no work papers yet
SEARS ROEBUCK	KS	08/01/2015-07/31/2018	Audit in progress; no work papers yet
SEARS ROEBUCK	MA	07-01-14 - 09-30-16	\$300K assessment
SEARS ROEBUCK	MN	9/01/2011 - 12/31/2015	Audit in progress; no work papers yet
SEARS ROEBUCK	NC	3/1/2016-2/28/2019	Audit just starting
SEARS ROEBUCK	NJ	01/01/14-12/31/17	Audit just starting.
SEARS ROEBUCK	NV	10/01/15-09/30/18	Audit just starting
SEARS ROEBUCK	NV	10/01/15-09/30/18	Audit just starting
SEARS ROEBUCK	TN	01/01/2011-06/30/2016	Audit under way, no workpapers received
SEARS ROEBUCK	TX	11/01/07 - 9/30/11	Audit assessment and offsetting refund claim on credit card bad debt issue is being investigated by the State, share 50% of exposure with Citibank.
SEARS ROEBUCK	TX	10/01/11 - 12/31/15	Audit assessment and offsetting refund claim on credit card bad debt issue is being investigated by the State, share 50% of exposure with Citibank.
SEARS HOLDINGS CORP	OH	01/01/15 - 12/31/17	Commercial activity tax (CAT) audit; information provided for examination, no work papers yet
SEARS LOGISTICS SERVICES (INNOVEL)	PA	01/01/13-06/30/16	Audit under way, no workpapers received.

SEARS LOGISTICS SERVICES (INNOVEL)	TX	1/1/17-10/31/18	Audit just starting
SEARS OPERATIONS LLC	AR	04/01/15-09/30/16	Audit under way, no workpapers received
SEARS OPERATIONS LLC	CO City of Lakewood	7/1/15-3/31/18	Assessment of \$45,735
SEARS OPERATIONS LLC	FL	07/01/15-06/30/18	Audit not started.
SEARS OPERATIONS LLC	MA	3/1/15 to 5/31/18	Audit just starting
SEARS OPERATIONS LLC	NV	10/01/15-09/30/18	Audit just starting
SEARS OPERATIONS LLC	TX	5/1/15 to 9/30/18	Audit just starting
SEARS OPERATIONS LLC	NY	6/1/2015 - 11/30/2017	Agreed/settled amount \$256,866.73
SEARS PROCUREMENT COMPANY	NJ	07/01/13-06/30/17	Proposed assessment of \$50,000
SEARS PROCUREMENT SERVICES	NV	10/01/15-09/30/18	Audit just starting

**State Income Tax Audits**

<b>Company Name</b>	<b>State</b>	<b>Audit Period</b>	<b>Status</b>
Sears Reinsurance Co	NJ	2000-2017	Nexus audit in process
Sears, Kmart etc. (NJ filers)	NJ	2013-2016	In-process
Sears Combined Group	NY	2015-2016	In-process
Sears Logistics Services (Innovel)	CO	2014-2017	In-process
Kmart Holdings & Subs	CO	2014-2017	In-process
Sears Kmart etc. (AL filers)	AL	2016-2017	In-process
Sears Kmart etc. (GA filers)	GA	2014-2016	In-process

**Schedule 6.8<sup>8</sup>**

**Brokers or Finders**

1. Engagement Letter by and between the Special Committee of the Board of Directors of Sears Holdings Corporation and Centerview Partners LLC, dated as of April 28, 2018 (as may be amended from time to time).
2. Letter Agreement by and between Lazard Freres & Co. LLC and Sears Holdings Corporation, dated as of October 11, 2018 (as may be amended from time to time).
3. Real Estate Services Agreement by and between A&G Realty Partners, LLC, dated November 6, 2018 (as may be amended from time to time).
4. Engagement Letter by and between JLL Valuation & Advisory Services, LLC and Sears Holdings Corporation dated November 28, 2018 (as may be amended from time to time).
5. Real Estate Advisory Services Agreement (December 2018 Sales Process for Real Estate) by and between Sears Holdings Corporation and Jones Lang LaSalle Americas, Inc. dated December 6, 2018 (as may be amended from time to time).
6. Real Estate Advisory Services Agreement by and between Sears Holdings Corporation and Jones Lang LaSalle Americas, Inc. dated December 6, 2018 (as may be amended from time to time).
7. Items 10-45 from Schedule 6.11(a)(2) are hereby incorporated by reference.

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<sup>8</sup> **Note to Draft:** The agreements represent the current agreements for Seller to pay brokerage or finders' fees, as applicable. Buyer has not agreed to pay any amounts under these agreements.

**Schedule 6.9**  
**Employee and Employee Plan Matters**

**Schedule 6.9(a)**

1. Sears, Roebuck & Co, Respondent and Local 881, United Food and Commercial Workers, Charging Party, Case No. 13-CA-191829.
2. Sears, Roebuck & Co, Respondent and Local 881, United Food and Commercial Workers, Charging Party, Case No. 13-CA-191829, NLRB (unfair labor practice charge pending appeals filed October and November 2018).  
 Collective Bargaining Agreements
3. :

Business Unit	Loan Party or other Subsidiary	Union	Contract Term
Supply Chain	Kmart Corporation – Logistics – RDC – Manteno, IL	IBT #705	2/5/18 - 1/31/21
Supply Chain	Kmart Corporation – Logistics – RDC – Morrisville, PA	UAW #8275	9/11/16 - 3/8/20
Supply Chain	Kmart Corporation – Logistics – RDC – Warren, OH	UAW #1112	9/2/15 - 9/8/18 <sup>9</sup>
Home Services	Sears Roebuck – PRS – Detroit, MI	IBT #243	10/19/17 - 10/18/20
Supply Chain	Sears Roebuck – MDO – Livonia, MI	IBT #243	10/26/17 - 10/26/20
Auto	Sears Roebuck – Auto Center – Fairview Heights, IL	UFCW #881	3/25/18 - 3/27/21
Retail	Sears Roebuck – Retail – Fairview Heights, IL	UFCW #881	3/25/18 - 3/27/21
Home Services	Sears Roebuck – PRS – Akron, OH	IBT #348	5/19/18 - 5/18/21
Home Services	Sears Roebuck – PRS – Cleveland, OH	UFCW #880	2/1/16 - 1/31/19
Home Services	Sears Roebuck – PRS – Philadelphia, PA	IBT #107	7/15/11 - 7/14/15
Supply Chain	Kmart Corporation – Logistics – RSC – Chambersburg, PA	UNITE #196	3/3/18 - 3/6/21
Supply Chain	Kmart Corporation – Distribution Center – Mira Loma, CA	UNITE #512	1/13/18 - 12/26/20
Supply Chain	Sears Roebuck – MDO – Sacramento, CA	IBT #150	11/5/18 - 10/31/21
Home Services	Sears Roebuck – PRS – St. Louis, MO	IBT #688	11/1/17 - 10/31/20
Supply Chain	Sears Roebuck – DDC – Kent, WA	IBT #174	11/1/16 - 10/31/19

<sup>9</sup> **Note to Draft:** Unit is operating under an Extension of the 2015-2018 contract; extended until 3/31/19. Unit announced for closing on 11/6. They anticipate operations will cease by mid-February. Bargaining of the effects of the closure are underway. Upon closure of unit, the contract will be void.

Business Unit	Loan Party or other Subsidiary	Union	Contract Term
Supply Chain	Sears Roebuck – MDO – Kent, WA	IBT # 174	12/4/16 – 9/30/19
Home Services	Sears Roebuck – PRS – Fairview Heights, IL	UFCW #881	3/25/18 - 3/27/21
Home Services	Sears Roebuck – PRS – McMurray (Pittsburgh), PA	USW 5852-28	1/1/17 - 12/31/19
Home Services	Sears Roebuck – PRS – Toledo, OH	IBEW #8	2/1/18 – 1/31/21

#### **Schedule 6.9(b)**

1. Afzal, Massoud et al. v. Sears, Roebuck and Co., et al., BC 631074, Los Angeles Superior Court (Aug. 23, 2016).
2. Doe, John, James and Jane v. Sears Holdings Corporation; Kmart Corporation; Rebecca Van Hattem and Does 1-25, inclusive, C18-01719, Superior Court Cal. (Aug. 28, 2018).
3. Kmart Corporation v. National Retirement Fund, 01-16-0003-2951, AAA Arbitration.

#### **Schedule 6.9(c)**

1. SHC confirms as stated below and described in our annual reports:
  - Pension Plans
    - On July 14, 2015, the Company received notice from the U.S. Department of Labor, Employee Benefits Administration, Chicago Regional Office ("EBSA-Chicago") that EBSA-Chicago opened an investigation to determine whether any violations of ERISA occurred with respect to the Legacy Plan covering the period from January 1, 2012 through the present. EBSA-Chicago has indicated that it will not assess penalties against the Company or the Legacy Plan, but has requested that the Company enhance its administrative process for contacting participants eligible to commence benefits and commencing their benefits accordingly.

#### **Schedule 6.9(d)**

1. Sears Holdings Pension Plan – Department of Labor audit regarding missing participants is outstanding – SHIP notified of audit on July 10, 2015.
2. Sears Holdings Savings Plan – IRS audit regarding missing participants is outstanding – SHIP notified of audit on February 1, 2016.

#### **Schedule 6.9(e)**

1. Sears Holdings Pension Plan 1
2. Sears Holdings Pension Plan 2

**Schedule 6.9(f)**

1. Liability to Multiemployer Plan: Kmart Corporation incurred withdrawal liability in connection with its 2015 withdrawal from the National Retirement Fund.

**Schedule 6.9(g)**

1. Participant Letter (bonus payment) – Key Employee Retention Plan
2. Participant Letter (bonus payment) – Sears Holding Corporation Key Employee Incentive Plan

3. [REDACTED]

4. [REDACTED]

**Schedule 6.10**  
**Intellectual Property**

**Schedule 6.10(a)**

**Issued or Applied-For Patents**

Schedule 2.1(a)(iii) is hereby incorporated by reference.

**Registered or Applied-For Trademarks**

Schedule 2.1(a)(i) is hereby incorporated by reference.

**Registered or Applied-For Copyrights**

Schedule 2.1(a)(iv) is hereby incorporated by reference.

**Domain Names**

Schedule 2.1(a)(v) is hereby incorporated by reference.

**Media Accounts**

Schedule 2.1(a)(vi) is hereby incorporated by reference.

**Schedule 6.10(b)(i)**

<b>Patent Application No.</b>	<b>Patent No.</b>	<b>Description</b>
09/636181	6523840	No recorded assignment from Ohio Steel to Sears
10/340024	6679506	Same as previous case (continuation)
12/011106		No recorded assignment from Delver Comm'n to SHC Israel
13/004331		No recorded assignment from inventor Klondick; filed petition during prosecution to proceed without him. The USPTO granted Sellers' petition and awarded the application Rule 1.47(a) status on May 23, 2011.
13/283943	9225766	No recorded assignment from inventor Lash; filed petition during prosecution to proceed without him. The USPTO granted Sellers' petition and awarded the application Rule 1.47(a) status on May 18, 2012.
13/421423	9438678	No recorded assignment from inventors Kozolowski and Monnie; filed petition during prosecution to proceed without them. The USPTO granted Sellers' petition and awarded the application Rule 1.47(a) status on February 13, 2013.
13/421603	9129302	No recorded assignment from inventor Lucas
13/826128	9330413	No recorded assignment from inventor Lyons
13/910216		No recorded assignment from inventors
13/926383		No recorded assignment from inventors

13/998540		No recorded assignment from inventor Lucas
14/083815		No recorded assignment from inventor Tamir
14/084903		No recorded assignment from inventor Tamir
29/209636	D509654	No recorded assignment from Kmart of Michigan to Sears
29/528304	D767648	No recorded assignment from inventors Ogg and Lee
29/528339	D773917	No recorded assignment from inventors Green and Burgess
29/554459	D791180	No recorded assignment from inventor Sun
29/554463	D801388	No recorded assignment from inventor Sun
29/554469	D791181	No recorded assignment from inventor Sun
29/554470	D791168	No recorded assignment from inventor Sun
29/554472	D797117	No recorded assignment from inventor Sun
29/554475	D793425	No recorded assignment from inventor Sun
29/554476	D789946	No recorded assignment from inventor Sun
29/554479	D793426	No recorded assignment from inventor Sun
29/554480	D789947	No recorded assignment from inventor Sun
29/554481	D791816	No recorded assignment from inventor Sun
29/554483	D789984	No recorded assignment from inventor Sun
29/554484	D773516	No recorded assignment from inventor Sun
29/554487	D791817	No recorded assignment from inventor Sun
29/554489	D791169	No recorded assignment from inventor Sun
29/554492	D789948	No recorded assignment from inventor Sun
29/554493	D789949	No recorded assignment from inventor Sun
29/554494	D791170	No recorded assignment from inventor Sun
29/554496	D792445	No recorded assignment from inventor Sun
29/554497	D791818	No recorded assignment from inventor Sun
29/554499	D793427	No recorded assignment from inventor Sun
29/554500	D792446	No recorded assignment from inventor Sun
29/554501	D790587	No recorded assignment from inventor Sun
29/554503	D791171	No recorded assignment from inventor Sun
29/554843	D795287	No recorded assignment from inventor Sun
29/571792	D795312	No recorded assignment from inventors Ogg and Lee

#### Encumbrances

1. First Amended and Restated Sublicense Agreement, dated April 1, 2005, by and between Sears Intellectual Property Management Company and Sears, Roebuck and Co.
2. License and Intellectual Property Management Agreement, dated February 1, 2003, by and between Sears Brands, LLC and Sears Intellectual Property Management Company.
3. Trademark License Agreement, dated December 14, 2001, by and between Sears, Roebuck and Co., and A&E Factory Service, LLC.
4. Amended and Restated License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart Corporation.
5. Sublicense Agreement, dated February 9, 2010, by and between Sears Brands Business Unit Corporation and Kmart Corporation.
6. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as a successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart.com LLC.

7. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., and Kmart of Michigan, Inc.
8. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as successor in interest to the trademark rights of Kmart of Michigan, Inc. and Kmart of Washington LLC.
9. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as a successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart Stores of Illinois LLC.
10. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as a successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart Stores of Texas LLC.
11. Sublicense Agreement, dated February 9, 2010, by and between Kmart Corporation and MyGofer LLC.
12. Sublicense Agreement, dated September 22, 2008, by and between Sears Brands Business Unit Corporation and Sears Brands Management Corporation as amended by First Amendment to Sublicense Agreement, dated November 24, 2008, and Second Amendment to Sublicense Agreement, dated April 30, 2012.
13. Sublicense Agreement, dated February 9, 2010, by and between Sears Brands Business Unit Corporation and Sears Holdings Management Corporation.
14. Sublicense Agreement, dated February 9, 2010, by and between Sears, Roebuck and Co. and Sears Home Improvement Products, Inc.
15. First Amended and Restated Sublicense Agreement, dated April 1, 2005, by and between Sears Brands Business Unit Corporation and Sears, Roebuck and Co. as amended by Amendment 1 to First Amended and Restated Sublicense Agreement, dated May 1, 2006, and Amendment 2 to First Amended and Restated Sublicense Agreement, dated January 1, 2008.
16. Corporate Name Agreement, dated April 21, 2010, by and between Sears, Roebuck and Co. and Sears, Roebuck de Puerto Rico, Inc.
17. Sublicense Agreement, dated April 21, 2010, by and between Sears, Roebuck and Co. and Sears, Roebuck de Puerto Rico, Inc.
18. Sublicense Agreement, dated November 20, 2007, by and between Sears Intellectual Property Management Corporation and ServiceLive, Inc.
19. Retail Store License Agreement, dated January 1, 2014, by and between Sears Brands Management Corporation and Homemart, S.A.
20. License Agreement, dated June 23, 2017, by and between Sears Brands Management Corporation and Cleva North America, Inc.
21. License Agreement, dated December 2017, by and between Sears Brands Management Corporation and Drinkpod LLC.
22. License Agreement, dated February 2, 2017, as amended May 30, 2017 and August 28, 2017, by and between Sears Brands Management Corporation and Permasteel, Inc.
23. License Agreement (DieHard Portable Power Products), dated January 10, 2014, by and between Sears Brands Management Corporation and Schumacher Electric Corporation, as amended by Amendment #1 to License Agreement for DieHard Portable Power Products, dated January 31, 2018, and Amendment #2 to License Agreement for DieHard Portable Power Products, dated October 25, 2018.
24. License Agreement, dated June 15, 2017, by and between Sears Brand Management Corporation and Dorcy International, Inc.

25. License Agreement, dated February 20, 2018, by and between Sears Brands Management Corporation and Andrew J. Consulting, Inc., as amended by Amendment #1 to License Agreement, dated April 4, 2018.
26. Brand Sales Agreement, dated November 23, 2005, by and between Sears, Roebuck and Co. and Orchard Supply Hardware LLC.
27. Amended and Restated Trademark License Agreement, dated April 17, 2002, by and among Sears, Roebuck and Co., Sears Brands Management Corporation, and Sears, Roebuck de Mexico, S.A. de C.V.; as amended by Amendment to Amended and Restated Trademark License Agreement, dated October 1, 2009, and Second Amendment to Amended and Restated Trademark License Agreement, dated January 1, 2010.
28. License Agreement, dated December 2016, as amended May 29, 2017, by and between Sears Holdings Management Corporation and Beijing Industrial Development Co., Ltd.
29. License Agreement, dated August 2, 2018, by and between Sears Brands Management Corporation and Gibson Overseas, Inc.
30. Label Trade Credit Program Agreement, dated April 20, 2011, by and between Sears Holdings Management Corporation and Bluetarp Financial, Inc.
31. Amended and Restated Merchandising Agreement, dated May 1, 2016, by and among, Roebuck and Co., Kmart Corporation, Sears Holdings Corporation, Sears Hometown Outlet Stores, Inc., Sears Authorized Hometown Stores, LLC and Sears Outlet Stores L.L.C., as amended by Amendment to Amended and Restated Merchandising Agreement, dated March 8, 2017, Amendment No. 2 to Amended and Restated Merchandising Agreement, dated July 10, 2017, and Amendment No. 3 to Amended and Restated Merchandising Agreement, dated December 15, 2017.
32. Trademark License Agreement, dated August 8, 2012, by and between Sears, Roebuck and Co. and Sears Hometown and Outlet Stores, Inc., as amended by Amendment No. 1 to Trademark License Agreement, dated October 11, 2012.
33. Amended and Restated Agreement, dated February 16, 2018, by and among Sears Holding Corporation, Sears, Roebuck and Co., Kmart Corporation, Sears Hometown and Outlet Stores, LLC, Sears Outlet Stores, L.L.C., Sears Home Appliance Showrooms, LLC, Bank of America, N.A., and Gordon Brothers Finance Company, as agent.
34. Store License Agreement, dated August 8, 2012, by and between Sears, Roebuck and Co. and Sears Authorized Hometown Stores, LLC, as amended by Amendment No. 1 to Store License Agreement, dated July 10, 2017.
35. Store License Agreement, dated August 8, 2012, by and between Sears Roebuck and Co. and Sears Home Appliance Showrooms, LLC.
36. Store License Agreement, dated August 8, 2012, by and between Sears Roebuck and Co. and Sears Outlet Stores, L.L.C., as amended by Amendment No. 1 to Store License Agreement (Outlet), dated October 6, 2013, and Amendment No. 2 to Store License Agreement (Outlet) dated May 1, 2016.
37. Retail Operations Agreement, dated April 4, 2014, by and between Sears, Roebuck and Co. and Lands' End, Inc., as amended by the Letter Agreement, dated July 23, 2018.
38. License and Services Agreement, dated October 28, 2016, by and between Afero, Inc. and Sears Brands Management Corporation.

39. Master License and Services Agreement, dated September 12, 2017, by and between Afero, Inc. and Sears Brands Management Corporation.
40. Superpriority Junior Lien Secured Debtor-in-Possession Credit Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, the several banks, financial institutions or entities from time to time party thereto as term lenders, and Cantor Fitzgerald Securities, as administrative agent.
41. Debtor-in-Possession Guarantee and Collateral Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck and Co., Sears Roebuck Acceptance Corp., Kmart Holding Corporation, Kmart Corporation and Cantor Fitzgerald Securities, as collateral agent.
42. Superpriority Senior Secured Debtor-in-Possession Asset-Based Credit Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, the banks, financial institutions and other institutional lenders party thereto as revolving lenders or term lenders, Bank of America, N.A., as administrative agent, Wells Fargo Bank, National Association, as co-collateral agent and syndication agent, Citigroup Global Markets Inc. as documentation agent, Merrill Lynch, Pierce, Fenner & Smith Incorporation, Citibank, N.A. and Wells Fargo Bank, National Association, as joint lead arrangers and bookrunners.
43. Debtor-in-Possession Guarantee and Collateral Agreement, dated November 29, 2018, by and among Sears Holdings Corporation, Sears Roebuck and Co., Sears Roebuck Acceptance Corp., Kmart Holding Corporation, Kmart Corporation, and Bank of America, N.A. and Wells Fargo Bank, National Association, as co-collateral agents.
44. Term Loan Credit Agreement, dated January 4, 2018, by and among Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, each of Sears Holdings Corporation's other direct or indirect domestic subsidiaries that is or otherwise becomes party thereto, and JPP, LLC, as collateral agent.
45. Intellectual Property Security Agreement, dated January 4, 2018, by and between Sears Holdings Corporation, Sears Roebuck Acceptance Corp., Kmart Corporation, and each of Sears Holdings Corporations other direct or indirect domestic subsidiaries that is or otherwise becomes party thereto, and JPP, LLC, as collateral agent.
46. Exclusive Distributorship Agreement, dated August 31, 2017, by and between Sears Brands Management Corporation and Distribuidora y Comercializadora Master Brands SpA.
47. Distributorship Agreement, dated January 25, 2018, by and between Sears Brands Management Corporation and Globistic Company, Inc.
48. Distributorship Agreement, as amended February 7, 2018, by and between Sears Brands Management Corporation and ANSA McAL (US) Inc.
49. Distributorship Agreement, dated June 7, 2017, by and between Sears Brands Management Corporation and Algert Company.
50. Second Amended and Restated Program Agreement, dated October 3, 2018, by and among Sears, Roebuck and Co., Sears Brands Business Unit Corporation, Sears Brands,
51. Sellers' form of Sears Garage Door Services Franchise Agreement for the sale, installation and repair of garage doors and garage door openers (the "Garage Door Business") may restrict Sellers from operating, or granting to a licensee the right to operate, a Garage Door Business on a stand-alone basis (without any additional products included in such sale, installation or repair) within the applicable franchised territory under certain trademarks owned or licensed, and used,

promoted and licensed by Sears Home & Business Franchises, Inc. for the term of such agreement.

52. On July 26, 1995 the entity Plaza Lama recorded itself before the Central Bank of the Dominican Republic as the exclusive distributor for products sold under the trademarks Kenmore, and DieHard (the “Products”) in the Dominican Republic based on a number of documents and invoices from Cargil International Corp., the authorized regional distributor at that time. The recordation expressly recognizes Plaza Lama as the “exclusive distributor” in the Dominican Republic. For a two (2) year period beginning on February 20, 2007, Plaza Lama distributed Products in the Dominican Republic, in the absence of any written distribution agreement, but in February of 2009, Sears informed Plaza Lama that it had assigned its sales and marketing of Products to the entity Ansa McAL. Plaza Lama stopped distributing Products and requested to purchase directly from Sears. In November of 2011, Plaza Lama contacted Ansa McAL and claimed exclusive distribution rights in the Dominican Republic under Local Law 173 and requested that Ansa McAL cease distribution of Products through other companies. The disagreement led Sears to file a lawsuit against Plaza Lama in a court of first instance (the “Court”) in the Dominican Republic, and Plaza Lama counterclaimed. On September 20, 2017, the Court ruled that Plaza Lama held exclusive distribution rights to Products in the Dominican Republic. Sears is currently considering whether to appeal the Court’s ruling.

#### **Schedule 6.10(c)**

- (ii) Alleged infringement of third-party IP

- C&D Letters:

<b>Sending Party</b>	<b>Date Received</b>	<b>Overview of Claim</b>
Combe Inc.	11/13/18	Alleging that Kmart’s feminine wash product, which states “ODOR BLOCK PROTECTION” on its label, infringes Combe’s registered trademark ODOR BLOCK, used in connection with its Vagisil product
Emeline Tate-Robertson	11/16/2018	Alleging that certain bike helmets and bedding sold by Kmart infringe ETR’s alleged copyright rights in her “jagged glass” artwork; no indication that the work is registered
Airstream, Inc.	12/7/18	Alleging that Sears’s inflatable Christmas decoration of a trailer infringes Airstream’s registered trademark AIRSTREAM and trade dress rights in the design of its trailers

- Actions pending:

<b>Court</b>	<b>Docket Number</b>	<b>Description</b>	<b>Filed</b>
U.S. District - Michigan Western	1:14cv83	Rohn et al. v. Viacom International, Inc. et al.	01/23/2014
U.S. District - Texas Eastern	6:16cv33	Tinnus Enterprises, LLC et al. v. Telebrands Corp.	01/26/2016
U.S. District - Texas Eastern	6:16cv34	Tinnus Enterprises, LLC v. Wal-Mart Stores, Inc.	01/26/2016
U.S. District - Oregon	3:15cv171	Trailers Intl, LLC et al. v. Mastercraft Tools Florida, Inc. et al.	01/30/2015

U.S. District - New York Southern	1:14cv1254	The Fashion Exchange LLC v. Hybrid Promotions, LLC et al.	02/26/2014
U.S. District - Florida Southern	9:18cv80296	Aspen Licensing International, Inc. v. Sears Holdings Management Corp. et al.	03/08/2018
U.S. District - Illinois Northern	1:18cv1885	Grecia v. Sears Holdings Corporation	03/15/2018
U.S. District - New Jersey	3:13cv1944	Richmond v. Ningbo Hangshun Electrical Co., Ltd. et al.	03/27/2013
U.S. District - Texas Eastern	6:17cv199	Tinnus Enterprises, LLC et al. v. Bed Bath & Beyond Inc., et al.	04/03/2017
U.S. District - California Central	2:18cv3556	Gold Value International Textile, Inc. v. Ax Paris USA, LLC et al.	04/26/2018
U.S. District - Minnesota	0:09cv1091	Aviva Sports, Inc. v. Fingerhut Direct Marketing, Inc., et al.	05/11/2009
U.S. District - New Mexico	1:15cv406	Shive v. Amazon.Com, Inc. et al.	05/12/2015
U.S. District - California Central	2:17cv3665	L.A. Gem and Jewelry Design, Inc. v. Sears Holdings Management Corporation et al.	05/16/2017
U.S. District - Texas Eastern	2:18cv228	Flectere LLC v. Sears Brands, L.L.C.	05/24/2018
U.S. District - Texas Eastern	2:18cv275	Unoweb Virtual, LLC v. Sears Holdings Corp.	07/09/2018
U.S. District - New York Southern	1:18cv6281	GCE International, Inc. v. Kmart Corporation	07/11/2018
U.S. District - New York Southern	1:18cv6812	Graham v. RWTW, LLC et al.	07/30/2018
U.S. District - California Central	2:17cv6226	Benavidez v. Kmart Corporation et al.	08/23/2017
U.S. District - New York Southern	1:17cv7097	Bulski v. Tanya Creations, LLC, et al.	09/18/2017
U.S. District - California Central	2:17cv7151	Deckers Outdoor Corporation v. Sears, Roebuck and Co., et al.	09/27/2017
U.S. District - California Central	2:17cv7151	Deckers Outdoor Corporation v. Sears, Roebuck and Co., et al.	09/27/2017
U.S. District - Texas Eastern	6:18cv569	Tinnus Enterprises, LLC et al. v. Sears Holding Corp.	10/31/2018
U.S. District - California Central	2:17cv9046	Universal Dyeing and Printing Inc. v. Walmart Inc., et al.	12/15/2017
U.S. District - New York Southern	1:17cv9840	Standard Fabrics International, Inc. v. Project 28 Clothing, LLC et al.	12/15/2017

(iii)

Third Party Challenges to the Validity of Acquired Intellectual Property

Country	Type of Proceeding	Other Party	Marks at Issue
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910112100) in Class 11

Brazil	Third Party Seeking to Cancel of Sears's Registration	Limpeza	SEARS (Reg. No. 811234940) in Class 35
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910112053) in Class 09
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910112169 in Class 21
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910112193) in Class 24
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910112231) in Class 25
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910207364) in Class 07
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910207372) in Class 28
Brazil	Third Party Opposing Sears Mark	Limpeza	SEARS (App. No. 910207399) in Class 36

With respect to the last sentence of Section 6.10(c) only:

1. Rob Gerlach, Divisional VP – Loyalty Marketing for SHC, is serving in the Middle East on a nine-month military deployment. In early October 2018, Mr. Gerlach e-mailed Eddie Lampert a video (<https://www.youtube.com/watch?v=Md5BiPn0b-k>) showing a retail store in Kuwait bearing the SEARS logo. After some internal investigation, it was determined that the store belonged to Al Husawi Group, a former Sears distributor. Sears forwarded the materials to its outside IP counsel, who contacted an IP firm in Kuwait to discuss potential next steps – including sending a cease and desist letter. At this point, Sears has not contacted Al Husawi regarding this issue.
2. In connection with the Proceedings listed below, the applicable third parties have used and filed to register the following Marks at Issue:

Country	Type of Proceeding	Other Party	Marks at Issue
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909339708) in Class 35
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909498865) in Class 07
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909420670 ) in Class 09
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909420742) in Class 11
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909420777) in Class 21
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909420807) in Class 24
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909420815) in Class 25
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909498938) in Class 28
Brazil	Opposition of Third-Party Mark	Limpeza	SEARS (App. No. 909499128) in Class 36

India	Opposition of Third-Party Mark	K. ANAND t/as CEARS MARKETING	CEARS (App. No. 1421296) in Class 11
India	Opposition of Third-Party Mark	Kmart Retail India Pvt. Ltd.	K KIDS MART and Design (App. 1641668) in Class 35
India	Opposition of Third-Party Mark	K MART TOURS (P) LTD.	K MART TOURS (P) LTD. (App. No. 1865978) in Class 39
India	Opposition of Third-Party Mark	Aggarwal Enterprises	K-Mark (App. No. 1166777) in Class 24
India	Opposition of Third-Party Mark	Besta Cosmetics Ltd.	Kmart and Design (App. No. 1132511) in Class 5
India	Opposition of Third-Party Mark	Sear Energy Pvt. Ltd.	SEAR ENERGY (App. No. 1584141) in Class 9
India	Opposition of Third-Party Mark	Ashok K Chhabra d/b/a Sears Enterprises	SEARS (App. No. 2474429) in Class 35
India	Opposition of Third-Party Mark	Sears Industries	SEARS (Appl. No. 2342129) in Class 21
Peru	Cancellation of Third-Party Registration	Corporacion Electronica Internacional S.A.C.	SEARS (App. No. 713022-2017) in Class 11

**Schedule 6.10(e)**

1. In mid-March 2018, [24]7.ai, a company that provides online support services to Sears and Kmart, notified Sears, as well as a number of other companies, that [24]7.ai had experienced a security incident in the fall of 2017. Sears believes this incident involved unauthorized access to less than 100,000 of Sears and Kmart customers' credit card information. After [24]7.ai informed Sears, Sears notified the credit card companies in order to prevent potential fraud, and launched an investigation with federal law enforcement authorities, Sears banking partners, and IT security firms.

As a result of the investigation, Sears discovered that an unauthorized individual incorporated a malicious script into code used by [24]7.ai to provide services on Sears.com and Kmart.com, which collected the names, addresses, and payment card information of customers who placed or attempted to place orders on the Sears.com or Kmart.com websites between September 27, 2017 and October 12, 2017, and entered their payment card information manually on the checkout screen. Sears notified credit card companies in order to prevent potential fraud, and launched a further investigation with federal law enforcement authorities, Sears banking partners and IT security firms. Sears sent emails and letters to affected customers notifying them of the breach, and released a press release to notify any other customer who attempted to place this type of order but had their payment card declined that such customer could also potentially be affected by the incident. Such press release notified affected customers of their rights under certain state and federal privacy regulations. Sears provided information regarding the incident to the Attorney General, and there are no outstanding requests at this time. [24/7].ai has fully remediated the vulnerabilities that enabled the unauthorized access, and Sears's CIO, Greg Russell and a third party auditor inspected [24]/7.ai's systems and practices at [24]7.ai's facilities. In addition, Sears

obtained the PFI (Verizon) report and [24]7.ai's report from Crowdstrike, which also outlined all actions taken by [24]7.ai to remedy the situation.

2. In February 2017, a third party gained access to a small number of employee enterprise ID accounts, through phishing attacks. The third party changed these employees' direct deposit account information. The Company discovered the attempt, prevented any loss, and has fully remediated this particular situation including by requiring all employees to reset their enterprise passwords.

**Schedule 6.10(g)**

1. In 2018, Sears Protection Company received a generic reminder email from New York Department of Financial Services that was sent to all Covered Entities who had not yet submitted a certificate of compliance pursuant to 23 NYCRR 500 (the New York Department of Financial Services Cybersecurity Regulation). Sellers have not yet submitted such certificate of compliance, and are currently working with outside counsel to review and modify (if necessary) the cybersecurity programs, policies and practices of Sears Protection Company to ensure that Sears Protection Company is fully in compliance with 23 NYCRR 500, and to submit the certificate of compliance with a view toward submitting such certificate prior to the Closing. Sears Protection Company has not received a claim from any third party, including from the New York Department of Financial Services, in connection with any aspect of its compliance with 23 NYCRR 500.

**Schedule 6.10(g)(ii)**

1. Item 1 of Schedule 6.10(e) is incorporated herein by reference.

**Schedule 6.11**  
**Material Contracts**

**Schedule 6.11(a)**

**(i)**

1. The collective bargaining agreements set forth in Schedule 6.9(a) are hereby incorporated by reference.

**(ii)**

1. Real Estate Sale Contract, dated as of November 29, 2018, by and between Sears, Roebuck and Co. and Other Seller Parties Named Herein and Amerco Real Estate Company, as amended.
2. Real Estate Contract, dated as of May 4, 2018, by and between KMART Corporation ("Seller") and Amerco Real Estate Company ("Purchaser"), as amended by that certain Amendment to Real Estate Contract, dated as of December 14, 2018, by and between Seller and Purchaser.
3. Contract for Purchase and Sale of Property, dated as of June 4, 2018, by and between Sears, Roebuck and Co. ("Seller") and LGR Investments, Ltd. ("Purchaser"), as amended by that certain First Amendment to Contract for Purchase and Sale of Property, dated as of September 10, 2018, by and between Seller and LGR Investments, Ltd., as amended by that certain Second Amendment to Contract for Purchase and Sale of Property, dated as of November 30, 2018, by and between Seller and Purchaser.
4. Real Estate Sale Contract, dated as of September 27, 2018, by and between SRC Facilities LLC ("Seller") and Onward Investors Value Fund, L.P. ("Purchaser"), as amended by that certain Amendment to Real Estate Contract, dated as of October 29, 2018, by and between Seller and Purchaser, as amended by that certain Second Amendment to Real Estate Contract, dated as of November 2, 2018, by and between Seller and Purchaser, as amended by that certain Third Amendment to Real Estate Contract, dated as of November 9, 2018, by and between Seller and Purchaser, and as amended by that certain Fourth Amendment to Real Estate Contract dated as of November 26, 2018.
5. Real Estate Sale Contract, dated as of September 28, 2018, by and between KMART Corporation ("Seller") and New Generation Properties, LLC ("Purchaser"), as amended by that certain Amendment to Real Estate Contract, dated as of December 10, 2018, by and between Seller and Purchaser.
6. Real Estate Sale Contract, dated as of August 13, 2018, by and between Sears, Roebuck and Co. ("Seller") and Stonecrest Resorts, LLC, as predecessor in interest to Fitness Central SPE, LLC ("Purchaser"), as amended by that certain Amendment to Real Estate Contract, dated as of January 8, 2019, by and between Seller and Purchaser.
7. Real Estate Sale Contract, dated as of May 23, 2028, by and between KMART Corporation and Troy Coolidge No. 7, LLC, collectively, as seller and Rise Holdings, LLC, as purchaser.
8. Real Estate Sale Contract, dated as of July 25, 2018, by and between Troy Coolidge No. 10, LLC, KMART Corporation, and Sears, Roebuck and Co. (collectively, "Seller") and Industrial Commercial Properties LLC ("Purchaser"), as amended by that certain First Amendment to Real Estate Sale Contract, dated as of September 24, 2028, by and between Seller and Purchaser, as amended by that certain Second Amendment to Real Estate Contract, dated as of December 19, 2018, by and between Seller and Purchaser.

9. Real Estate Sale Contract, dated as of December 27, 2018, by and between Sears, Roebuck and Co. and TQ Investments, LLC.
10. Exclusive Listing Agreement, dated as of December 13, 2018, by and between Sears Holding Corporation and Holliday GP Corp.
11. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and KPM Realty Advisors.
12. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and Stokas Realty Advisors, LLC.
13. Exclusive Listing Agreement, dated as of December 13, 2018, by and between Sears Holding Corporation and Pinpoint Retail Company, LLC.
14. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and JBRS Realty, LLC.
15. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and Hurd Real Estate Services, LLC and LANE4 Property Group, Inc.
16. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and LANE4 Property Group, Inc.
17. Exclusive Listing Agreement, dated as of December 2018, by and between Sears Holding Corporation and Colliers International, MN., LLC.
18. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and Investors Realty, Inc.
19. Exclusive Listing Agreement, dated as of December 2018, by and between Sears Holding Corporation and Morton G. Thalhimier, Inc.
20. Exclusive Listing Agreement, dated as of December 17, 2018, by and between Sears Holding Corporation and Venture Commercial Real Estate, LLC.
21. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and R.I. Properties, Inc.
22. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and Legend Partners, LLP.
23. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and SullivanHayes Companies, NE, LLC.
24. Exclusive Listing Agreement, dated as of January 4, 2019, by and between Sears Holding Corporation and Legend Partners II
25. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and Wm, Bourdoures Co.
26. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and Southplace Properties, Inc.
27. Exclusive Listing Agreement, dated as of December 28, 2018, by and between Sears Holding Corporation and Legend Partners, LLC.
28. Exclusive Listing Agreement, dated as of December 17, 2018, by and between Sears Holding Corporation and Jones Lang La Salle America, Inc.

29. Exclusive Listing Agreement, dated as of December 20, 2018, by and between Sears Holding Corporation and The Trilogy Group, LLC.
30. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and Metro Commercial Real Estate.
31. Exclusive Listing Agreement, dated as of December 19, 2018, by and between Sears Holding Corporation and Baker Storey McDonald Properties, Inc.
32. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and TRIO Commercial Property Group, LLC.
33. Exclusive Listing Agreement, dated as of December 2018, by and between Sears Holding Corporation and Metro Commercial Real Estate, Inc.
34. Exclusive Listing Agreement, dated as of December 2018, by and between Sears Holding Corporation and Metro Commercial Real Estate, Inc.
35. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and Stokas Realty Advisors, LLC.
36. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and Howard Hanna WNY, Inc.
37. Exclusive Listing Agreement, dated as of December 12, 2018, by and between Sears Holding Corporation and The Chambers Group, LLC.
38. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and The Dartmouth Company.
39. Exclusive Listing Agreement, dated as of December 26, 2018, by and between Sears Holding Corporation and SRSA Commercial Real Estate, Inc.
40. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and Avison Young Florida, LLC.
41. Exclusive Listing Agreement, dated as of December 10, 2018, by and between Sears Holding Corporation and NAMERA, Inc.
42. Exclusive Listing Agreement, dated as of December 14, 2018, by and between Sears Holding Corporation and Gehrki Commercial Real Estate.
43. Exclusive Listing Agreement, dated as of December 11, 2018, by and between Sears Holding Corporation and Edge Real Estate Group, LLC.
44. Exclusive Listing Agreement, dated as of December 28, 2018, by and between Sears Holding Corporation and Legend Partners, LLC
45. Exclusive Listing Agreement, dated as of December 2018, by and between Sears Holding Corporation and Jones Lang La Salle America, Inc.

**(iii)**

1. None.

**(iv)**

1. Kenmore License Agreement, dated May 18, 2006, by and between KCD IP, LLC and Sears, Roebuck and Co, as amended by First Amendment to Kenmore License Agreement, made effective as of November 29, 2009, Second Amendment to Kenmore License Agreement, dated March 7, 2012 and Third Amendment to Kenmore License Agreement, dated April 24, 2017.
2. Amended and Restated Merchandising Agreement, effective May 1, 2016, as amended March 8, 2017, July 10, 2017 and December 15, 2017, by and between Sears, Roebuck and Co., Kmart Corporation, and Sears Holdings Corporation, and Sears Hometown and Outlet Stores, Inc., Sears Authorized Hometown Stores, LLC, and Sears Outlet Stores, L.L.C.
3. The following Contracts, to the extent annual payments or consideration furnished by or to Sellers pursuant to such Contract is in excess of \$15,000,000:
  - a. First Amended and Restated Sublicense Agreement, dated April 1, 2005, by and between Sears Intellectual Property Management Company and Sears, Roebuck and Co.
  - b. License and Intellectual Property Management Agreement, dated February 1, 2003, by and between Sears Brands, LLC and Sears Intellectual Property Management Company.
  - c. Trademark License Agreement, dated December 14, 2001, by and between Sears, Roebuck and Co., and A&E Factory Service, LLC.
  - d. Amended and Restated License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart Corporation.
  - e. Sublicense Agreement, dated February 9, 2010, by and between Sears Brands Business Unit Corporation and Kmart Corporation.
  - f. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as a successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart.com LLC.
  - g. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., and Kmart of Michigan, Inc.
  - h. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as successor in interest to the trademark rights of Kmart of Michigan, Inc. and Kmart of Washington LLC.
  - i. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as a successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart Stores of Illinois LLC.
  - j. License Agreement, dated January 29, 2007, by and between Sears Brands, L.L.C., as a successor in interest to the trademark rights of Kmart of Michigan, Inc., and Kmart Stores of Texas LLC.
  - k. Sublicense Agreement, dated February 9, 2010, by and between Kmart Corporation and MyGofer LLC.
  - l. Sublicense Agreement, dated September 22, 2008, by and between Sears Brands Business Unit Corporation and Sears Brands Management Corporation as amended by First Amendment to Sublicense Agreement, dated November 24, 2008, and Second Amendment to Sublicense Agreement, dated April 30, 2012.
  - m. Sublicense Agreement, dated February 9, 2010, by and between Sears Brands Business Unit Corporation and Sears Holdings Management Corporation.

- n. Sublicense Agreement, dated February 9, 2010, by and between Sears, Roebuck and Co. and Sears Home Improvement Products, Inc.
- o. First Amended and Restated Sublicense Agreement, dated April 1, 2005, by and between Sears Brands Business Unit Corporation and Sears, Roebuck and Co. as amended by Amendment 1 to First Amended and Restated Sublicense Agreement, dated May 1, 2006, and Amendment 2 to First Amended and Restated Sublicense Agreement, dated January 1, 2008.
- p. Corporate Name Agreement, dated April 21, 2010, by and between Sears, Roebuck and Co. and Sears, Roebuck de Puerto Rico, Inc.
- q. Sublicense Agreement, dated April 21, 2010, by and between Sears, Roebuck and Co. and Sears, Roebuck de Puerto Rico, Inc.
- r. Sublicense Agreement, dated November 20, 2007, by and between Sears Intellectual Property Management Corporation and ServiceLive, Inc.

(v)

- 1. Transportation Agreement dated as of July 25, 2013, as amended, by and between Sears Logistics Services, Inc. and Circle 8 Logistics, Inc.
- 2. Supply Agreement for Auto Repair Parts, dated as of October 1, 2011, by and between Sears, Roebuck and Co. and AutoZone Parts, Inc., AutoZone Operations, Inc., AutoZone Northeast, Inc., AutoZone West, Inc., AutoZone Stores, Inc., AutoZone Puerto Rico, Inc., AutoZone Texas, L.P., and AutoZone Mississippi, Inc.
- 3. Master Outsourced Services Agreement, dated as of January 5, 2012, as amended, by and between Sears Holdings Management Corporation and Tata America International Corporation.
- 4. Transportation Agreement, dated as of July 27, 2007, as amended, by and between Sears Logistics Services, Inc. and AFN, LLC.
- 5. Service Contract, dated as of May 1, 2018, by and between Innovel Solutions, Inc.; KMART Corporation; Sears, Roebuck and Co; Sears Roebuck de Puerto Rico, Inc; Sears Puerto Rico and Maersk Inc. As agent to A.P. Moller-Maersk A/S trading under the name of MAERSK LINE.
- 6. Transportation Agreement, dated January 26, 2017, Innovel Solutions, Inc. and Echo Global Logistics, Inc.
- 7. Transportation Agreement, dated as of April 1, 1998, as amended, by and between Sears Logistics Services, Inc. and Heartland Express Inc., of Iowa.
- 8. Transportation Agreement, dated as of April 1, 1998, as amended, by and between Sears Logistics Services, Inc. and Dart International.
- 9. Transportation Agreement, dated as of April 1, 1998, as amended, by and between Sears Logistics Services, Inc. and Hub Group Operations Management, a division of Hub Group Associates, Inc.
- 10. Transportation Agreement, dated as of February 27, 2018, as amended, by and between Innovel Solutions Inc., formerly known as Sears Logistics Services, Inc. and Swift Transportation Co. of Arizona, LLC.
- 11. Master Services Agreement, dated as of April 1, 2014, as amended, by and between Sears Holdings Management Corporation on behalf of itself and its Affiliates and iCrossing, Inc.
- 12. Transportation Agreement, dated as of July 12, 2005, as amended by and between Sears Logistics Services, Inc. and Intermodal Sales Corp.

13. Warehouse Operating Agreement, dated as of June 1, 2014, by and between Sears Logistics Services, Inc. and 3PD, Inc.
14. Home Delivery & Shuttle Carrier Agreement, dated as of April 20, 2014, by and between Sears Roebuck and Co. and 3PD, Inc.
15. Home Delivery & Shuttle Carrier Agreement, dated as of April 20, 2014, by and between Sears Logistics Services, Inc. and XPO Last Mile, Inc.
16. Home Delivery & Shuttle Carrier Agreement, dated as of February 8, 2015, as amended, by and between Innovel Solutions, Inc. and XPO Last Mile, Inc.
17. Warehouse Operating Agreement, dated as of August 3, 2014, by and between Sears Logistics Services, Inc. and XPO Last Mile, Inc.
18. Warehouse Operating Agreement, dated as of February 8, 2015, by and between Sears Logistics Services, Inc. and XPO Last Mile, Inc.
19. Home Delivery & Shuttle Carrier Agreement, dated as of February 15, 2015, as amended, by and between Sears Roebuck and Co. and XPO Last Mile, Inc.
20. Distribution and Supply Agreement, dated as of September 6, 2003, as amended, by and between KMART Corporation including its subsidiaries and affiliates and McLane Company, Inc.
21. Master Purchase Agreement, dated as of November 8, 2017, by and between Sears, Roebuck and Co. d/b/a Sears Commercial and Cardinal Group Construction LLC.
22. Service Agreement, dated as of October 1, 2012, as amended, by and between A&E Factory Service, LLC and General Electric Company.
23. Supply Agreement, dated as of November 1, 2010, as amended, by and between Sears, Roebuck and Co., Kmart Corporation and Sears Brands Management and Apex Tool Group, LLC, Lea Way Hand Tool Limited, and Danaher Tool Limited.
24. Master Consulting and Professional Services Agreement, dated as of February 1, 2011, by and between Sears Holdings Management Corporation and UPS Professional Services, Inc.
25. Master Outsourced Services Agreement, dated as of September 1, 2012, as amended, by and between Sears Holdings Management Corporation and Sitel Operating Corporation.
26. Master Outsourced Services Agreement, dated as of January 1, 2017, by and between Sears Holdings Management Corporation and Sitel Operating Corporation.
27. Advertising Agency Agreement, dated as of March 1, 2014, as amended, by and between Sears Holdings Management Corporation and Havas Worldwide Chicago, Inc.
28. A&R IBM Customer Agreement, dated as of September 28, 2012, by and between Sears Holdings Management Corporation and IBM.
29. Waste Hauling Master Services Agreement, dated as of January 20, 2015, by and between Sears, Roebuck and Co., Kmart Corporation, Sears Roebuck de Puerto Rico, Inc., Sears Logistics Services, Inc. Sears Home Improvement Products, Inc. and Sears Hometown and Outlet Stores, Inc. and Waste Management National Services, Inc., as amended.
30. Transportation Agreement, dated as of May 31, 2001, by and between Sears Logistics Services, Inc. and Knight Transportation, Inc., as amended.
31. Universal Terms and Conditions dated as of August 18, 2006 by and between Sears Holdings Management Corporation and Husqvarna Outdoor Products, Inc.

32. Universal Terms and Conditions dated as of December 6, 2004 by and between Sears, Roebuck and Co. and Hasbro, Inc.
33. Universal Terms and Conditions dated as of January 12, 2010 by and between Sears Holdings Management Corporation and Zhongshan Galanz Consumer Electric Appliances Co. Ltd.
34. Universal Terms and Conditions dated as of July 15, 2004 by and between Sears, Roebuck and Co. and Mattel Sales Corp.
35. Universal Terms and Conditions dated as of May 23, 2008 by and between Sears Holdings Management Corporation and Permasteel, Inc.
36. Universal Terms and Conditions dated as of August 4, 2001 by and between Sears holdings Management Corporation and Prudent International Ltd.
37. Universal Terms and Conditions dated as of December 7, 2004 by and between Sears, Roebuck and Co. and Hasbro, Inc.
38. Universal Terms and Conditions dated as of December 15, 2001 by and between Sears Holdings Management Corporation and Samsung Electronics America, Inc., as amended.
39. Universal Terms and Conditions dated as of October 1, 2007 by and between Sears Holdings Management Corporation and Samsung Electronics America, Inc.
40. Universal Terms and Conditions dated as of September 21, 2006 by and between Sears Holdings Management Corporation and Samsung Electronics Co., Ltd.
41. Universal Terms and Conditions dated as of September 28, 2007 by and among Sears, Roebuck and Co., Kmart Corporation, all other subsidiaries of Sears Holdings Corporation, and Samsung Electronics America, Inc., as amended.
42. Supply Agreement for Garage Door Operators and Accessories Dated as of January 1, 2010 by and among Kmart Corporation, Sears, Roebuck and Co., Sears Brands Management Corporation and The Chamberlain Group, Inc., as amended.
43. Vendor Agreement to Supply Fixtures dated as of July 29, 2013 by and between Sears, Roebuck and Co. and Samsung Electronics America, Inc.
44. Vendor Agreement to Supply Fixtures dated as of October 10, 2008 by and between Sears, Roebuck and Co. and Samsung Electronics America, Inc.
45. Vendor Agreement to Supply Fixtures dated as of February 26, 2010 by and among Kmart Corporation, Sears, Roebuck and Co., and Samsung Electronics America, Inc.
46. Vendor Agreement to Supply Fixtures dated as of January 20, 2008 by and among Kmart Corporation, Sears, Roebuck and Co., and Samsung Electronics America, Inc.
47. Vendor Agreement to Supply Fixtures dated as of September 1, 2009 by and among Kmart Corporation, Sears, Roebuck and Co., and Samsung Electronics America, Inc.
48. Vendor Agreement to Supply Fixtures dated as of August 16, 2011 by and among Kmart Corporation, Sears, Roebuck and Co., and Samsung Electronics America, Inc.
49. Product Evaluation Agreement dated as of May 10, 2013 by and between Sears Holdings Management Corporation and Samsung Electronics America, Inc.
50. Subsidy Agreement dated as of July 25, 2014 by and among Sears Roebuck and Co., Kmart Corporation, other subsidies of Sears Holdings Corporation, including Sears Brands Management Corporation, and One World Technologies, Inc.

- (vi)**

A horizontal bar chart titled "U.S. should take action to address climate change" showing the percentage of respondents who believe the U.S. should take action to address climate change. The chart is broken down by age group (18-29, 30-49, 50-69, 70+) and gender (Male, Female). The y-axis lists 20 categories, each representing a combination of age group and gender. The x-axis represents the percentage of respondents, ranging from 0% to 100%.

Category	Percentage
18-29 Male	85%
18-29 Female	82%
30-49 Male	98%
30-49 Female	12%
50-69 Male	78%
50-69 Female	75%
70+ Male	98%
70+ Female	12%
18-29 Male	78%
18-29 Female	92%
30-49 Male	72%
30-49 Female	90%
50-69 Male	68%
50-69 Female	75%
70+ Male	72%
70+ Female	65%
18-29 Male	78%
18-29 Female	75%
30-49 Male	72%
30-49 Female	70%
50-69 Male	75%
50-69 Female	72%
70+ Male	78%
70+ Female	75%

[REDACTED]

**Schedule 6.11(c)**

1. Blackhawk Network Inc. has shut off the Sellers' ability to activate gift cards post-bankruptcy under the Gift Card Marketing Services Agreement, dated as of February 10, 2003, by and between Blackhawk Network, Inc. and SHC Promotions, L.L.C., as amended. The Sellers have removed all gift cards from their sales floors.
2. Sellers have provided notice of termination of the Protection Agreement Benefit Administration services under the Master Outsourced Services Agreement, dated as of January 1, 2017, by and between Sears Holdings Management Corporation and Sitel Operating Corporation.

**Schedule 6.11(d)**

1. Universal Terms and Conditions – Michelin, dated as of June 13, 2014, by and between Sears Holdings Management Corporation and Michelin North America, as amended.
2. Supply Agreement for Tool Storage and Accessories, dated as of August 1, 2012, by and between Sears Holdings Management Corporation and Waterloo Industries, Inc.
3. Master Outsourced Services Agreement, dated as of January 5, 2012, by and between Sears Holdings Management Corporation and Tata America International Corporation, as amended.
4. Master Services Agreement, dated as of April 1, 2014, by and between Sears Holdings Management Corporation on behalf of itself and its Affiliates and iCrossing, Inc., as amended.
5. Direct to Customer Terms and Conditions, dated as of March 1, 2013, by and between Sears Holdings Management Corporation and VF Jeanswear Limited Partnership, as amended.
6. Direct to Customer Terms and Conditions, dated as of April 18, 2013, by and between Sears Holdings Management Corporation (together with its Affiliates) and Hanesbrands, Inc.
7. Universal Terms and Conditions, dated as of May 4, 2007, by and between Kmart Corporation (together with its subsidiaries), Sears, Roebuck and Co. (together with its subsidiaries) and all other subsidiaries of Sears Holdings Management Corporation and Hanesbrands, Inc.
8. Project Services Agreement, dated as of February 15, 2011, by and between Sears Holdings Management Corporation and The Procter & Gamble Distributing LLC.
9. Universal Terms and Conditions – International, dated as of November 12, 2007, by and between Sears Holdings Management Corporation and Hangzhou GreatStar Industrial Co., Ltd.

10. Supply Agreement for Tool Storage and Accessories, dated as of August 1, 2012, by and between Sears Holdings Management Corporation and Waterloo Industries, Inc.
11. Master Services Agreement, dated as of April 1, 2014, by and between Sears Holdings Management Corporation on behalf of itself and its Affiliates and iCrossing, Inc., as amended.
12. Universal Terms and Conditions, dated as of September 3, 1996, by and between Sears Roebuck and Co. and Wolverine World Wide Inc.
13. Letter Agreement, dated as of September 28, 2005, by and between Sears Roebuck and Co. and Wolverine World Wide Inc.
14. Vendor Terms Exception Request, dated as of June 13, 2018, by and between Sears Roebuck and Co. and Wolverine World Wide Inc.
15. Amended and Restated Sears Holdings and IBM Customer Agreement, dated as of September 28, 2012, by and between Sears Holdings Management Corporation and International Business Machines Corporation.
16. Amended and Restated Master Agreement for Outsourcing and Transport Services, dated as of February 22, 2012, by and between Sears Holdings Management Corporation and AT&T Corp.
17. Amended and Restated Master Services Agreement, dated as of July 7, 2014, by and between Innovel Solutions, Inc. f/k/a Sears Logistics Services, Inc. and UPS Supply Chain Solutions, Inc., as amended.
18. Master Services Agreement, dated as of September 1, 2012, by and between Sears Holdings Management Corporation and Sitel Operating Corporation.
19. Universal Terms and Conditions, dated as of March 27, 1998, by and between Sears Holdings Management Corporation and Icon Health & Fitness Inc.
20. Diehard Supply, Sales Agent and Servicing Agreement for Batteries dated as of September 1, 2014 by and among Kmart Corporation, Sears, Roebuck and Co., Sears Brands Management Corporation and East Penn Manufacturing Co., as amended.
21. Alliance Agreement for Home Appliances dated as of May 19, 2008 by and among Kmart Corporation, Sears, Roebuck and Co., LG Electronics, Inc., and LG Electronics USA Inc., as amended.
22. Supply Agreement for Lawn Power Tools dated as of February 3, 2008 by and among Sears, Roebuck and Co., Kmart Corporation, Sears Canada Inc., Husqvarna Outdoor Products Inc., and Husqvarna Canada Corp., as amended.
23. Supply Agreement for Tractors and Mowers dated as of November 16, 2009 by and among Sears, Roebuck and Co., Kmart Corporation, Sears Brands Management Corporation, and Husqvarna Consumer Outdoor Products N.A., Inc., as amended.
24. Supply Agreement for Tractors, Mowers, and Tillers effective as of January 1, 2009 by and among Sears, Roebuck and Co., Kmart Corporation, Sears international Marketing Inc., and Husqvarna Consumer Outdoor Products N.A., Inc.
25. Strategic Sourcing Supply Agreement for Tractors and Mowers dated as of December 9, 2003 by and between Sears, Roebuck and Co. and Electrolux Home Products Inc.
26. Supply Agreement for Auto Tires dated as of May 1, 2016 by and between Sears, Roebuck and Co. and Hankook Tire America Corp., as amended.
27. Direct to Customer Terms and Conditions dated as of December 1, 2011 by and between Sears Holdings Management Corporation and Permasteel, Inc.

28. A&R Blackhawk Network Alliance Partners Agreement, dated as of February 1, 2013, by and between Blackhawk Network, Inc. and SHC Promotions, L.L.C., as amended.
29. Gift Card Marketing Services Agreement, dated as of February 10, 2003, by and between Blackhawk Network, Inc. and SHC Promotions, L.L.C., as amended.
30. Professional Seller Program, dated as of June 29, 2017, by and among Sears Protection Company, Amazon Services LLC, and Amazon Payments, Inc.
31. Vendor Terms and Conditions, dated as of May 25, 2017, by and between Amazon Fulfillment Services, Inc. and Sears Brands Management Corporation, as amended.

**Schedule 6.14**

**Litigation**

1. Nina Greene and Gerald Greene v. Sears Protection Company, Sears, Roebuck and Co., Sears Holdings Corporation, Case Number 1:15 cv 02546, US District Court for Northern District of Illinois Eastern Division, served March 26 2015.
2. Schedule 6.10(c)(ii) and Schedule 6.10(c)(iii) are incorporated herein by reference.

**Schedule 7.1**

**Equity Interests in Buyer**

1. Transform Holdco LLC is a Delaware limited liability company
2. The sole owner of Transform Holdco LLC is ESL Investments, Inc., a Delaware Corporation
3. The sole owner of ESL Investments, Inc. is Edward S. Lampert

NPJ26600 - 02 NPS- Display Merchandise Item Sales Detail 05/17/2021  
DIANA ARNEY (708)754-6468 Loc: 1 ET: CC:H

Mdse code : DRYER1YRP3 Mdse desc : DRYER FHP, GAS

Salescheck number : 093003705365  
Salescheck date : 11 28 2008 (MM DD CCYY)  
Item sales amount : 535.99  
Item discount amount : 0.00  
Item tax amount : 33.50  
Item tax percentage : 6.250

R9999 Item pricing from POS

F3=Exit F12=Prev screen

NPJ26217- 56 NPS - View/update Merchandise Items List 05/17/21  
Type the Action Code and Row Number below. Then press Enter.  
Action code: \_ (1=Add item 2=View/change item 3=Delete item  
4=Crt Site SO/Sears 5=Crt Shop SO/Sears 6=Display SO  
Row Number : 7=Crt Site SO/A&E 8=Crt Shop SO/A&E 9=Crt Install SO)  
(S = 3rd Party Store Stock)

Premier Customer Home phone Can also be reached at  
DIANA ARNEY (708)754-6468 (708)856-2915 ET:  
# NONE -325 W JOE ORR RD  
CHICAGO HTS IL 60411 1656 Segment CD  
Cross Streets: NONE More: +

Row	Mdse Description	Model Number	Purch/ Recvd	Svc Type	Cvg	Exp Dt	Pnd Svc
001	DISHWASHER, ULTRA WASH	66517415	11/20/92	SITE	CC		
002	DRYER,GAS WOW	464MDG3000AW	03/12/99	SITE	CC		
003	DRYER FHP, GAS	41798042700	11/29/08	SITE	CC		
004	FREEZER,13.7' UPRIGHT	2539244410	12/19/95	SITE	CC		
005	MOWER, ROTARY	00037825	06/01/87	SHOP	CC		
006	OTR/MICROWAVE BUILT-IN		09/06/97	SITE	CC		
007	RANGE,1YR,0400/U600	3627361891	11/20/92	SITE	CC		

Different Repair Address N (Y/N) Override N (Y/N) Override Cd (C=Contractor)

Enter F1=Help F3=Exit F7=Bkwd F8=Fwd F12=Prev screen

FILED DATE: 5/19/2021 1:27 PM 2020L012403

NPS14305 - 25 NPS - Display Pending Service Order 05/17/21

DIANA ARNEY (708) 754-6468  
# NONE -325 W JOE ORR RD CHICAGO HTS IL 60411 1656

Type the row number of the service order to be displayed. Then press Enter.

Row number . . - More ( )

Row #	Date Call Taken	Service Unit #	Svc Order Number	Status Code	Merchandise Description	NCR Inq
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0050 Pending service order(s) do not exist.

Command ==> (1=View mdse list, 2=View cust menu)

Enter F1=Help F3=Exit F5=Refresh F7=Bkwd F8=Fwd F9=Command

PF10=View history F12=Prev screen

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DIANA M. ARNEY,

Plaintiff,

v.

ELECTORLUX HOME PRODUCTS, INC.,  
TRANSFORM SR BRANDS LLC, Individually  
and d/b/a SEARS, and SEARS, ROEBUCK AND  
CO.,

Defendants.

Case No. 20 L 012403

**AFFIDAVIT IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS**

1. I, Julie Roman, am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I acquired personal knowledge of these facts in my role as Assistant Secretary for Transform Midco LLC, a subsidiary of Transform Holdco LLC. Transform SR Brands LLC (Defendant) is a subsidiary of Transform Midco LLC.

3. Based on records available to Transform, the subject dryer was purchased from Sears Roebuck and Co. in November 2008. (Exhibit E to Defendant's Motion to Dismiss).

4. Exhibits B and C are true and accurate copies of public filings/State of Delaware registrations. These documents show that Transform Holdco LLC was incorporated/formed in 2018 and Transform SR Brands LLC was incorporated/formed in 2019.

5. The Order Approving Asset Purchase Agreement (Exhibit D to Defendant's Motion to Dismiss) is a true and accurate copy of the February 8, 2019 Order in Federal Case No. 18-23538 pending in the United States Bankruptcy Court, Southern District of New York.

**CERTIFICATION**

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the undersigned believes the same to be true.

Date: May 18, 2021

Julie Roman  
Julie Roman

**EXHIBIT C**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,	)	
	)	
Plaintiff,	)	Case No.: 2020 L 012403
	)	
v.	)	Calendar A
	)	
ELECTROLUX HOME PRODUCTS, INC.,	)	
and TRANSFORM SR BRANDS LLC,	)	
Individually and d/b/a SEARS,	)	
	)	
Defendants.	)	

**PLAINTIFF’S MOTION FOR CONTINUANCE OF DEFENDANT’S MOTION AND  
PERMIT DISCOVERY**

NOW COMES the Plaintiff, DIANA M. ARNEY, by and through her attorneys, TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, in her Motion for Continuance of Defendant’s Motion to Dismiss and Permit Discovery, states as follows:

1. This matter arises out of a products liability action involving a clothes dryer that ignited and started a house fire, causing severe and permanent injuries to the Plaintiff, Diana Arney, including including respiratory distress, requiring prolonged hospitalizations and in-patient care at skilled nursing facilities.

2. Plaintiff filed suit against Defendant Transform SR Brands LLC alleging strict product liability, negligence, and joint venture.

3. Defendant Transform SR Brands LLC filed a Motion to Dismiss Plaintiff’s Complaint pursuant to 735 ILC 5/2-619.1 based primarily upon successor corporation non-liability.

4. Pursuant to Illinois law, there are four exceptions to successor corporate non-liability: (1) where there is an express or implied agreement of assumption; (2) where the transaction amounts to a consolidation or merger of the purchaser or seller corporation; (3) where the purchaser is merely a continuation of the seller; or (4) where the transaction is for the fraudulent

purpose of escaping liability for the seller's obligations. *Digiulio v. Goss Inten. Corp.*, 389 Ill. App. 3d 1052 (1st Dist. 2009).

5. The material facts necessary to examine the above exceptions and respond to Defendant's Motion, such as the identity of ownership, officers, directors, management, shareholders, and stock, and whether there is a continuation of the seller's business operations, etc., are not available to Plaintiff. *Vernon v. Schuster*, 179 Ill. 2d 338 (1997).

6. The material facts necessary to examine those exceptions and respond to Defendant's Motion are within the knowledge of Defendant, an adverse party, and thus, Plaintiff is unable to procure affidavits from witnesses within Defendant's control.

7. Plaintiff believes written interrogatories and document requests directed to Defendant will allow her to learn the material facts necessary to respond to Defendant's Motion to Dismiss, including, but not limited to identity of ownership, officers, directors, management, shareholders, and stock, etc., and whether there is a continuation of the seller's business operations. Plaintiff further believes that written discovery will reveal the names of witnesses with knowledge of the above material facts, and Plaintiff will need the depositions of these individuals.

8. Pursuant to Illinois Supreme Court Rule 191(b), Plaintiff is seeking leave to conduct written discovery, request documents, and take depositions on the referenced above issues before responding to Defendant's Motion.

9. Plaintiff's Counsel has provided an affidavit pursuant to Supreme Court Rule 191(b), attached as Exhibit A.

WHEREFORE, and for each and all of the foregoing reasons, Plaintiff respectfully requests that his Honorable Court enter an Order continuing Defendant's Motion to Dismiss and permit Plaintiff to conduct written discovery, request documents, and take depositions, if necessary, to respond to Defendant's Motion to Dismiss.

Respectfully Submitted,



---

Attorneys for Plaintiff

Sean P. Murray  
Julie L. Pustilnik  
**TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC**  
225 W. Wacker, Suite 1650  
Chicago, IL 60606  
312-586-1700  
smurray@tpmblegal.com  
jpustilnik@tpmblegal.com

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,

Plaintiff,

**V.**

**ELECTROLUX HOME PRODUCTS, INC.,  
and TRANSFORM SR BRANDS LLC,  
Individually and d/b/a SEARS,**

**Defendants.**

Case No.: 2020 L 012403

## Calendar A

**ATTORNEY AFFIDAVIT**

I, Julie Pustilnik, being first duly sworn on oath, deposes and states that if I were called upon to testify, I would do so as follows:

1. That I am an attorney at law licensed to practice in the State of Illinois.
2. That I am an attorney with the law firm of TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, attorneys of record for the Plaintiff, DIANA M. ARNEY.
3. That Defendant TRANSFORM SR BRANDS LLC filed a Motion to Dismiss Plaintiff's Complaint pursuant to 735 ILC 5/2-619.1 based primarily upon successor corporation non-liability.
4. That there are four exceptions to successor corporate non-liability, (1) where there is an express or implied agreement of assumption; (2) where the transaction amounts to a consolidation or merger of the purchaser or seller corporation; (3) where the purchaser is merely a continuation of the seller; or (4) where the transaction is for the fraudulent purpose of escaping liability for the seller's obligations. *Digiulio v. Goss Inten. Corp.*, 389 Ill. App. 3d 1052 (1st Dist. 2009).
5. That the material facts necessary to examine those exceptions and respond to Defendant's Motion, such as the identity of ownership, officers, directors, management,

shareholders, and stock, and whether there is a continuation of the seller's business operations, etc., are not available to Plaintiff. *Vernon v. Schuster*, 179 Ill. 2d 338 (1997).

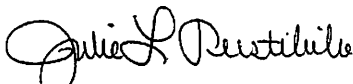
6. That the material facts necessary to examine those exceptions and respond to Defendant's Motion are within the knowledge of Defendant, an adverse party, and thus, Plaintiff is unable to procure affidavits from witnesses within Defendant's control.

7. That Plaintiff believes written interrogatories, document requests, and depositions, will allow her to learn the material facts necessary to respond to Defendant's Motion to Dismiss, including, but not limited to identity of ownership, officers, directors, management, shareholders, and stock, etc., and whether there is a continuation of the seller's business operations.

8. That Plaintiff believes written discovery will reveal the names of witnesses with knowledge of the above material facts, and Plaintiff will need the depositions of these individuals.

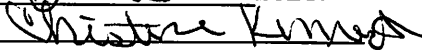
9. That this Affidavit is submitted in compliance with Supreme Court Rule 191(b).

FURTHER, Affiant, sayeth not.

  
\_\_\_\_\_  
Julie L. Pustilnik

SUBSCRIBED AND SWORN TO

before me this 17<sup>th</sup> day  
of June 2021.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT D**

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DIANA M. ARNEY,	)	
	)	
Plaintiff,	)	
v.	)	
	)	Case No. 20 L 012403
	)	
ELECTORLUX HOME PRODUCTS, INC.,	)	
TRANSFORM SR BRANDS LLC, Individually	)	
and d/b/a SEARS, and SEARS, ROEBUCK AND	)	
CO.,	)	
	)	
Defendants.	)	

**DEFENDANT TRANSFORM SR BRAND LLC'S**  
**RESPONSE TO PLAINTIFF'S MOTION FOR DISCOVERY**

NOW COMES the Defendant **TRANSFORM SR BRANDS LLC** (hereinafter "Transform") and through its attorneys, O'HAGAN, MEYER LLC, and for its Response to Plaintiff's Motion for Discovery states as follows:

1. This matter involves a product liability claim involving a dryer purchased sometime in 2008.
2. Plaintiff alleges that various Defendants *inter alia* negligently designed, manufactured, or sold the product at-issue.
3. Plaintiff has voluntarily dismissed Sears, Roebuck and Co., as a result of Sears' pending bankruptcy and the automatic stay under section 362 of the Bankruptcy Code, "judicial actions and proceedings commenced against the debtor are "void ab initio." *Maritime Elec. Co., Inv. v. United Jersey Bank*, 959 F.2d 1194, 1206 (3d Cir. 1991).
4. On May 19, 2021, Defendant filed a 2-619.1 Motion to Dismiss, premised on (1) the fact Plaintiff's Complaint does not allege what actions Transform SR Brands LLC undertook relating to the design, manufacture, or sale of the dryer – facts which are especially important as

Transform SR Brands LLC was not created/formed as an entity until 2018; and (2) that if Plaintiff's Complaint is actually grounded in a successor liability theory of recovery (albeit not pled in that manner), dismissal is still required as Transform did not assume the liabilities of Sears as it relates to this legal action.

5. On May 26, 2021, Defendant's Motion to Dismiss was e-mailed to the Court. (Exhibit A, E-mail chain from May 26, 2021 through June 3, 2021).

6. On May 26, 2021, Plaintiff requested 7 days to evaluate the motion. (Exhibit A).

7. On June 3, 2021, Plaintiff requested leave to engage in discovery pertaining to Defendant's Motion to Dismiss. (Exhibit B).

8. On June 3, 2021, Defense Counsel e-mailed the following objection to the Court to Plaintiff's request:

Judge O'Hara

Counsel's e-mail is accurate as to the issues raised in the MTD.

However, my issue (for Defendant Transform) is that the current complaint simply alleges that my client, Transform, is liable because it undertook some design/manufacture/sale issue of a dryer prior to 2008.... but Transform did not even exist as a corporate entity until 2018-2019.

Based on that set of facts alone, my motion should be granted (possibly without prejudice and for Plaintiff to have leave to re-plead the actual corporate successor liability theory). Notably, as it stands now, the Complaint does not actually have any such explicit allegations or corporate successor liability. My MTD argument is only premised in part on what their theory of recovery likely entails.

I just do not want my client to be open to a fishing expedition of discovery without first solidifying what the claims against Transform arise from (not saying that counsel will actually engage in such acts). Without knowing exactly what the theory of recovery is against Transform, it is premature to engage in discovery.

I believe the proper procedural steps here would be to either grant the 619.1 with/without prejudice, amend the complaint to solidify what theory of recovery is sought (e.g., if they're still claiming a non-existent entity participated in the design/manufacture/sale or if they're

actually claiming a corporate successor liability theory), and then proceed with discovery on any 619 issue as necessary.

9. No briefing schedule or ruling has been entered on Defendant's Motion to Dismiss.

10. Defendant's position remains the same as the objection in Defense Counsel's e-mail from June 3, 2021.

11. Specifically, Plaintiff's request for discovery is premature. The Complaint – as it stands – has no allegations of actual successor liability as it relates to the Transform entity. (See Plaintiff's Complaint).

12. Defendant contends that it is entitled to relief under 2-615 and 2-619(a)(9) as the Complaint is entirely devoid of allegations of corporate successor liability.

13. Plaintiff appears to agree *sub silentio* that her theory of liability against Transform is indeed corporate successor liability. If this is the case, then Plaintiff should be required to plead such allegations in an Amended Complaint.

14. Such a re-pleading is necessary to define the claims against Transform so that any potential future discovery can be tailored to these issues. Without defining/clarifying the claims actually being brought against Defendant, allowing discovery would open Defendant to a potential fishing expedition.

15. Furthermore, if amendments to the Complaint are made, Defendant may have additional arguments and/or amendments to its Motion to Dismiss as necessary.

16. Again, Defendant's Motion to Dismiss is not solely a 2-619 Motion to Dismiss. It first argues a 2-615 theory that the Complaint is inadequately pled against Transform. At a minimum, this section of the Motion should be ruled upon by the Court prior to engaging in any discovery.

WHEREFORE, Defendant **TRANSFORM SR BRANDS LLC**, requests that this Court deny Plaintiff's Motion for Discovery as premature, rule on Defendant's Motion to Dismiss, or alternatively order Plaintiff to amend her Complaint consistent with the claims currently being made, and for all other relief it deems reasonable and necessary.

O'HAGAN MEYER, LLC

By: s/ Lucas Sun  
One of the Attorneys for Defendant  
Transform SR Brands LLC

James P. Balog, Esq.  
Lucas Sun, Esq.  
O'Hagan Meyer, LLC  
One East Wacker Drive, Suite 3400  
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[jbalog@ohaganmeyer.com](mailto:jbalog@ohaganmeyer.com)  
[lsun@ohaganmeyer.com](mailto:lsun@ohaganmeyer.com)

**From:** [Lucas Sun](#)  
**To:** [Julie Pustilnik](#); [LAW CALAcc \(OCJ\)](#)  
**Cc:** [Emani Evans](#); [Sean Murray](#); [Christine Kinnerk](#)  
**Subject:** Re: Arney v. Sears- 20 L 012403 (Motion to Dismiss)  
**Date:** Thursday, June 3, 2021 12:53:23 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.jpg](#)  
[Outlook-2vm3xvfh.png](#)

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Judge O'Hara

Counsel's e-mail is accurate as to the issues raised in the MTD.

However, my issue (for Defendant Transform) is that the current complaint simply alleges that my client, Transform, is liable because it undertook some design/manufacture/sale issue of a dryer prior to 2008.... but Transform did not even exist as a corporate entity until 2018-2019.

Based on that set of facts alone, my motion should be granted (possibly without prejudice and for Plaintiff to have leave to re-plead the actual corporate successor liability theory). Notably, as it stands now, the Complaint does not actually have any such explicit allegations or corporate successor liability. My MTD argument is only premised in part on what their theory of recovery likely entails.

I just do not want my client to be open to a fishing expedition of discovery without first solidifying what the claims against Transform arise from (not saying that counsel will actually engage in such acts). Without knowing exactly what the theory of recovery is against Transform, it is premature to engage in discovery.

I believe the proper procedural steps here would be to either grant the 619.1 with/without prejudice, amend the complaint to solidify what theory of recovery is sought (e.g., if they're still claiming a non-existent entity participated in the design/manufacture/sale or if they're actually claiming a corporate successor liability theory), and then proceed with discovery on any 619 issue as necessary.

Lucas Sun  
ASSOCIATE ATTORNEY

One E Wacker Dr. | Suite 3400 | Chicago | IL | 60601  
DIRECT 312.422.6154 | CELL 630.234.4645



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**From:** Julie Pustilnik <jpustilnik@tpmblegal.com>  
**Sent:** Thursday, June 3, 2021 12:36 PM  
**To:** Lucas Sun <LSun@ohaganmeyer.com>; LAW CALAcc (OCJ) <Law.Calacc@cookcountyil.gov>

**Cc:** Emani Evans <EEvans@ohaganmeyer.com>; Sean Murray <smurray@tpmblegal.com>; Christine Kinnerk <ckinnerk@tpmblegal.com>

**Subject:** [EXTERNAL] RE: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

Your Honor,

Defendant's Motion is primarily based upon successor corporation nonliability. However, there are four exceptions to successor corporate nonliability:

1. where there is an express or implied agreement of assumption;
2. where the transaction amounts to a consolidation or merger of the purchaser or seller corporation;
3. where the purchaser is merely a continuation of the seller; or
4. where the transaction is for the fraudulent purpose of escaping liability for the seller's obligations.

*Digiulio v. Goss Inten. Corp.*, 389 Ill. App. 3d 1052 (1st Dist. 2009).

The material facts necessary to examine those exceptions, such as the identity of officers, directors, management, business operations, etc., are not available to Plaintiff. Therefore, Plaintiff is requesting written discovery, document production, and potentially depositions on these issues, as is permissible under Illinois Supreme Court Rule 191(b), which allows parties to submit interrogatories, take depositions, or request documents in the context of answering a 2-619 Motion to dismiss.

Thank you again for your consideration of these matters,

Julie

**Julie Levinson Pustilnik**



225 West Wacker, Suite 1650, Chicago, Illinois 60606

Tel: (312)586-1700 / Dir: (312)586-1717 / Fax: (312)586-1701

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**From:** Lucas Sun <LSun@ohaganmeyer.com>

**Sent:** Thursday, June 3, 2021 10:21 AM

**To:** Julie Pustilnik <jpustilnik@tpmblegal.com>; LAW CALAcc (OCJ) <Law.Calacc@cookcountyil.gov>

**Cc:** Emani Evans <EEvans@ohaganmeyer.com>; Sean Murray <smurray@tpmblegal.com>; Christine Kinnerk <ckinnerk@tpmblegal.com>

**Subject:** Re: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

Judge

Defendant would object at this point to this request as our motion is a 619.1. Perhaps if this Court were to find the 615 aspect were denied then this request could potentially be appropriate. However, as the motion is based on both 615/619, discovery would not be warranted yet if the 615 were granted.

Lucas Sun

ASSOCIATE ATTORNEY

One E Wacker Dr. | Suite 3400 | Chicago | IL | 60601

DIRECT 312.422.6154 | CELL 630.234.4645



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**From:** Julie Pustilnik <[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)>

**Sent:** Thursday, June 3, 2021 9:06 AM

**To:** LAW CALAcc (OCJ) <[Law.Calacc@cookcountyil.gov](mailto:Law.Calacc@cookcountyil.gov)>

**Cc:** Emani Evans <[EEvans@ohaganmeyer.com](mailto:EEvans@ohaganmeyer.com)>; Lucas Sun <[LSun@ohaganmeyer.com](mailto:LSun@ohaganmeyer.com)>; Sean Murray <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>; Christine Kinnerk <[ckinnerk@tpmblegal.com](mailto:ckinnerk@tpmblegal.com)>

**Subject:** [EXTERNAL] RE: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

Good Morning Your Honor,

We have reviewed Defendant's Motion. In order to respond, Plaintiff requests leave to conduct written discovery on the issues raised in the Motion, and possibly take depositions based on what arises in this written discovery. We ask for 14 days to issue written, by 6/17/21.

Thank you,

Julie

**Julie Levinson Pustilnik**



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Tel: (312)586-1700 / Dir: (312)586-1717 / Fax: (312)586-1701  
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**From:** LAW CALAcc (OCJ) <[Law.Calacc@cookcountyil.gov](mailto:Law.Calacc@cookcountyil.gov)>

**Sent:** Thursday, May 27, 2021 8:57 AM

**To:** Julie Pustilnik <[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)>

**Cc:** Emani Evans <[EEvans@ohaganmeyer.com](mailto:EEvans@ohaganmeyer.com)>; Lucas Sun <[LSun@ohaganmeyer.com](mailto:LSun@ohaganmeyer.com)>; Sean Murray <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>; Christine Kinnerk <[ckinnerk@tpmblegal.com](mailto:ckinnerk@tpmblegal.com)>

**Subject:** Re: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

Yes, please provide an email status to the Court on June 3 as to the plaintiff's position.

---

**From:** Julie Pustilnik <[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)>

**Date:** Wednesday, May 26, 2021 at 3:51 PM

**To:** LAW CALAcc (OCJ) <[Law.Calacc@cookcountyil.gov](mailto:Law.Calacc@cookcountyil.gov)>

**Cc:** Emani Evans <[EEvans@ohaganmeyer.com](mailto:EEvans@ohaganmeyer.com)>, Lucas Sun <[LSun@ohaganmeyer.com](mailto:LSun@ohaganmeyer.com)>, Sean Murray <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>, Christine Kinnerk <[ckinnerk@tpmblegal.com](mailto:ckinnerk@tpmblegal.com)>

**Subject:** RE: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

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Thank you, Your Honor. Defendant's Motion with the accompanying exhibits was over 1200 pages. May we have 7 days, until June 3, 2021 to review the motion and the exhibits and determine how

we wish to proceed?

Thank you,

Julie

**Julie Levinson Pustilnik**



225 West Wacker, Suite 1650, Chicago, Illinois 60606  
Tel: (312)586-1700 / Dir: (312)586-1717 / Fax: (312)586-1701  
[www.tpmblegal.com](http://www.tpmblegal.com)

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**From:** LAW CALAcc (OCJ) <[Law.Calacc@cookcountyil.gov](mailto:Law.Calacc@cookcountyil.gov)>

**Sent:** Wednesday, May 26, 2021 12:26 PM

**To:** Julie Pustilnik <[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)>

**Cc:** Emani Evans <[EEvans@ohaganmeyer.com](mailto:EEvans@ohaganmeyer.com)>; Lucas Sun <[LSun@ohaganmeyer.com](mailto:LSun@ohaganmeyer.com)>; Sean Murray <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>; Christine Kinnerk <[ckinnerk@tpmblegal.com](mailto:ckinnerk@tpmblegal.com)>

**Subject:** Re: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

Of course, apologies for the confusion.

---

**From:** Julie Pustilnik <[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)>

**Date:** Wednesday, May 26, 2021 at 11:04 AM

**To:** LAW CALAcc (OCJ) <[Law.Calacc@cookcountyil.gov](mailto:Law.Calacc@cookcountyil.gov)>

**Cc:** Emani Evans <[EEvans@ohaganmeyer.com](mailto:EEvans@ohaganmeyer.com)>, Lucas Sun <[LSun@ohaganmeyer.com](mailto:LSun@ohaganmeyer.com)>, Sean Murray <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>, Christine Kinnerk <[ckinnerk@tpmblegal.com](mailto:ckinnerk@tpmblegal.com)>

**Subject:** RE: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

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Good morning Your Honor,

Apologies, I was not copied on the e-mail from Defendant to the Court. I have reached out to Defense Counsel for a copy of the Motion, and it was just forwarded to me. May I have a brief opportunity to review the Motion before responding?

Thank you,

Julie Pustilnik

**Julie Levinson Pustilnik**



225 West Wacker, Suite 1650, Chicago, Illinois 60606  
Tel: (312)586-1700 / Dir: (312)586-1717 / Fax: (312)586-1701  
[www.tpmblegal.com](http://www.tpmblegal.com)

**From:** "LAW CALAcc (OCJ)" <[Law.Calacc@cookcountyil.gov](mailto:Law.Calacc@cookcountyil.gov)>

**Date:** May 26, 2021 at 10:29:43 AM CDT

**To:** Emani Evans <[EEvans@ohaganmeyer.com](mailto:EEvans@ohaganmeyer.com)>

**Cc:** Lucas Sun <[LSun@ohaganmeyer.com](mailto:LSun@ohaganmeyer.com)>, Sean Murray <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>

**Subject:** Re: Arney v. Sears- 20 L 012403 (Motion to Dismiss)

Plaintiff's counsel: What is your position on the motion?

---

**From:** Emani Evans <[EEvans@ohaganmeyer.com](mailto:EEvans@ohaganmeyer.com)>

**Date:** Wednesday, May 26, 2021 at 9:57 AM

**To:** LAW CALAcc (OCJ) <[Law.Calacc@cookcountyil.gov](mailto:Law.Calacc@cookcountyil.gov)>

**Cc:** Lucas Sun <[LSun@ohaganmeyer.com](mailto:LSun@ohaganmeyer.com)>, 'smurray@tpmblegal.com' <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>

**Subject:** Arney v. Sears- 20 L 012403 (Motion to Dismiss)

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Good morning Judge Ohara,

Attached please find the Defendant's Motion to Dismiss Plaintiff's Complaint.

Counsel, to respond or object to this Motion, please email response or objection to [LAW.CALAcc@cookcountyil.gov](mailto:LAW.CALAcc@cookcountyil.gov) after 11:00 AM on the date set forth above, with a cc to all attorneys of record as listed here: If no response or objection is emailed before 4:00 PM on the date set forth above, the Court will rule on the Motion and enter an order.

Thank you,

**Emani Evans**  
Legal Assistant

One E Wacker Dr. | Suite 3400 | Chicago | IL | 60601  
PH 312.422.6100 | DIR 312.422.6130 | FX 312.422.6110



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Alexandria, VA

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,

Plaintiff,

v.

ELECTROLUX HOME PRODUCTS, INC.,  
TRANSFORM SR BRANDS LLC, Individually  
and d/b/a SEARS, and SEARS, ROEBUCK  
AND CO.,

Defendants.

Case No.: 2020L012403

**COMPLAINT AT LAW**

NOW COMES the Plaintiff, DIANA M. ARNEY, through her attorneys, TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, and complaining of Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., alleges as follows:

**COUNT I**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed,

assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;

- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;
- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;

- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA

M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT II**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number

#41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source

of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryers are an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT III**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to design, assemble, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the aforementioned Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising,

distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;
- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas

behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user; or

- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

6. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

7. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

8. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

9. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT IV**  
**ELECTROLUX HOME PRODUCTS, INC.**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., was engaged in the business of designing, assembling, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had, in fact, designed, assembled, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., participated in the design, assembly, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and

foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., sold its Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and/or Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That on and prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., had a duty to use reasonable care in the design, assembly, preparation, manufacture, maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

6. That at the time, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, assembled, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, ELECTROLUX HOME PRODUCTS, INC., knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

7. That the Defendant, ELECTROLUX HOME PRODUCTS, INC., breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;
- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;
- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;

- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;
- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryer and remove all lint from behind the dryer drum;
- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the

ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;

- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine.

8. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

9. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

11. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to

suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, ELECTROLUX HOME PRODUCTS, INC., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT V**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture,

maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that

lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the

accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VI**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent

beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that

lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryers were designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the

accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VII**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its

appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;

- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

9. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and

affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT VIII**  
**TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That on and prior to January 7, 2020, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had a duty to use reasonable care in the design, assembly, installation, preparation, manufacture, maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

5. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, for Sears' Kenmore line of dryers, including the dryer involved in this case.

6. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured

safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

7. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

8. That at the time, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, designed, assembled, installed, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

9. That the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into

and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;

- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;
- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;
- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;

- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryers and remove all lint from behind the dryer drum;
- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine;
- (y) Negligently and carelessly failed to properly and safely install the machine at the home of the consumer; or

- (z) Negligently and carelessly failed to install the machine with safe and proper venting;

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS.

11. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

13. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

14. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

15. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff,

DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT IX**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE DESIGN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryer was designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;

- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;
- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO. at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for,

large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT X**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – DEFECTIVE MANUFACTURE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users to an extent beyond that which would be

contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) the subject dryer was designed, manufactured and sold with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source

of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (b) the subject dryer was designed, manufactured and sold with a combustible plastic air duct directly below the drum and combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum during its intended operation as a clothes dryer;
- (c) the subject dryer was designed, manufactured and sold so that particles of lint that accumulate and ignite behind the drum and within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and blower housing and/or the laundry load that has been dried in the drum;
- (d) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) the subject dryer was designed, manufactured and sold in a manner that accumulates lint in areas within the clothes dryer that are not serviceable by the homeowner;
- (f) the subject dryer was designed, manufactured and sold with combustible plastic components within which it was foreseeable that lint would accumulate and ignite;
- (g) the subject dryer was designed, manufactured and sold without adequate warning to the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) the subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) the subject dryers were designed, manufactured and sold without any warning contained on the clothes dryer regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) the subject dryer was designed, manufactured and sold with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the subject dryer;

- (k) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (l) the subject dryer was designed, manufactured and sold with combustible plastic components which Electrolux knew, or should have known, would not prevent the fire from escaping the dryer cabinet if they became ignited;
- (m) The subject dryer was designed, manufactured and sold without adequate warnings regarding the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk;
- (n) the subject dryer was designed, manufactured and sold in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer's drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (o) the subject dryer was designed, manufactured and sold with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use;
- (p) the subject dryer was designed and manufactured with improper component parts, including, but not limited to materials or lubricant near or at the dryer's ball hitch and/or bearing located behind the drum;
- (q) the subject dryer was designed and manufactured with improper component materials, including but not limited to the bearing that holds the dryer's drum in place, which can fail when subjected to lint accumulation; or
- (r) the subject dryer was an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant,

SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XI**  
**SEARS, ROEBUCK AND CO.**  
**STRICT PRODUCT LIABILITY – FAILURE TO WARN**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to design, assemble, install, prepare, manufacture, maintain, advertise, distribute, supply, sell, and/or place for sale the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and a duty to warn of the dangerous propensities of said product.

4. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to

Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

5. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

6. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

7. That the aforementioned Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer, in that:

- (a) That said product was unreasonably dangerous in that the Defendant failed to warn consumers or users of the dangerous condition of said machine;
- (b) That said product was unreasonably dangerous in that the Defendant failed to provide warnings on the machine that the machine was a dangerous fire hazard;
- (c) That said product was unreasonably dangerous in that the Defendant failed to provide adequate and proper warnings;
- (d) That said product was unreasonably dangerous in that the Defendant failed to provide a warning that lint could migrate to and accumulate behind the

drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;

- (e) That said product was unreasonably dangerous in that the Defendant failed to warn that lint could accumulate and ignite in areas that are not visible or serviceable to the user;
- (f) That said product was unreasonably dangerous in that the Defendant failed to warn that the product is not serviceable by the homeowner;
- (g) That said product was unreasonably dangerous in that the Defendant failed to warn the user regarding the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (h) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (i) That said product was unreasonably dangerous in that the Defendant failed to warn of the known danger that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (j) That said product was unreasonably dangerous in that the Defendant failed to warn the known danger of the inherent accumulation of combustible lint in areas of the dryer which are not visible to the user and in close proximity to the dryer's gas or electric heat source, in areas which are not serviceable by the user, and pose a fire risk.

8. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

9. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional

limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XII**  
**SEARS, ROEBUCK AND CO.**  
**NEGLIGENCE**

1. That the Plaintiff, DIANA M. ARNEY, is, and at all times relevant to this Complaint was, a resident of the County of Cook and State of Illinois.

2. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., was engaged in the business of designing, assembling, installing, preparing, manufacturing, maintaining, providing, advertising, distributing, supplying, selling, and/or placing for sale a certain product and/or its appurtenances and component parts, Kenmore Model Number #41798042700, commonly known as an Electrolux ball-hitch designed clothes dryer, and that prior to said date, the Defendant, SEARS, ROEBUCK AND CO., had, in fact, designed, assembled, installed, prepared, manufactured, maintained, provided, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances.

3. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., participated in the design, assembly, installation, preparation, manufacturing, maintaining, advertising, distribution, supplying, sale and/or placing for sale of the aforesaid product and/or its appurtenances and component parts, while said product, and/or its appurtenances and component parts, was in an unreasonably dangerous condition with regard to its acknowledged, intended, and foreseeable uses, and was so at the time the aforesaid product, and/or its appurtenances and component parts, left the control of the manufacturer.

4. That on and prior to January 7, 2020, the Defendant, SEARS, ROEBUCK AND CO., had a duty to use reasonable care in the design, assembly, installation, preparation, manufacture,

maintenance, advertisement, distribution, supply, sale and/or placement for sale of the aforesaid product and/or its appurtenances and component parts so that it was not unreasonably dangerous to users, and had a duty to use reasonable care in placing into the stream of commerce, distributing, marketing, promoting, and selling of the product, and/or its appurtenances and component parts, that were not defective or unreasonably dangerous when put to use for which they were designed, manufactured, distributed and sold.

5. That prior to January 7, 2020, the Defendant, ELECTROLUX HOME PRODUCTS, INC., designed, manufactured, and sold Electrolux ball-hitch designed clothes dryers to Defendant, SEARS, ROEBUCK AND CO., for Sears' Kenmore line of dryers, including the dryer involved in this case.

6. That the Defendant, SEARS, ROEBUCK AND CO., had the right to examine its Kenmore line products that were manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC., to ensure they were designed and manufactured safely, and to approve product literature and warnings for Kenmore dryers manufactured by Defendant, ELECTROLUX HOME PRODUCTS, INC.

7. That the Defendant, SEARS, ROEBUCK AND CO., held itself out as a manufacturer of the clothes dryer by allowing it be sold and advertised as a Kenmore dryer, with a Kenmore and/or Sears service manual, and a Kenmore and/or Sears warranty.

8. That at the time, the Defendant, SEARS, ROEBUCK AND CO., designed, assembled, installed, prepared, manufactured, maintained, advertised, distributed, supplied, and/or placed for sale the aforesaid product and/or its appurtenances and component parts, the Defendant, SEARS, ROEBUCK AND CO., knew or had reason to know of the danger associated with the Electrolux ball-hitch designed clothes dryer, and the manner and circumstance of Plaintiff DIANA

M. ARNEY'S foreseeable use of the Electrolux ball-hitch designed clothes dryer, and all of its appurtenances and component parts.

9. That the Defendant, SEARS, ROEBUCK AND CO., breached its duty of care through one or more of the following acts or omissions:

- (a) Negligently and carelessly designed, manufactured and sold the subject dryer with a heater pan directly behind the drum and in direct proximity to the gas or electric heat source of the clothes dryer so that lint released by the laundry tumbling in the drum could migrate to and accumulate behind the drum and in the heater pan where it could be ignited by the heat source of the clothes dryer and become a primary fuel source for an internal dryer cabinet fire;
- (b) Negligently and carelessly designed, manufactured and sold the subject dryer with a combustible plastic air duct directly below the drum and a combustible plastic blower housing adjacent to that air duct, which combustible plastic components accumulate combustible lint released by the laundry tumbling in the drum;
- (c) Negligently and carelessly designed, manufactured and sold the subject dryer so that particles of lint that accumulate and ignite within the heater pan can travel into and through the drum and thereby ignite the additional lint that has accumulated within the combustible plastic air duct and lower housing and/or the laundry load that has been dried in the drum;
- (d) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that accumulates lint in areas within the subject dryer that are not visible to the user unless the clothes dryer cabinet is dismantled and clothes dryer drum is removed;
- (e) Negligently and carelessly designed, manufactured and sold the subject dryer in a manner that lint accumulates in areas within the clothes dryer that are not serviceable by the user;
- (f) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components, within which components it was foreseeable that lint would accumulate and ignite a fire when the particles of the lint came into contact with the clothes dryer's gas or electric heat source;
- (g) Negligently and carelessly designed, manufactured and sold the subject dryer without any way to contain a fire which may ignite;
- (h) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any fire risk studies on the design of the product;

- (i) Negligently and carelessly designed, manufactured and sold the subject dryer without conducting any lint accumulation studies during the design of the product;
- (j) Negligently and carelessly failed to advise or instruct appliance service personnel of a need to dismantle the subject dryer and to remove lint from behind the dryer drum and from within the combustible plastic air duct and blower housing;
- (k) Negligently and carelessly designed, manufactured and sold the subject dryer without adequate warning to the user that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and/or blower housing, which areas are not visible to or serviceable by the user;
- (l) Negligently and carelessly designed, manufactured and sold the subjects dryer without any warnings contained on the clothes dryer that lint can accumulate and ignite in areas behind the drum and within the combustible plastic air duct and /or blower housing, which areas are not visible to or serviceable by the user;
- (m) Negligently and carelessly designed, manufactured and sold the subject dryer with front drum seals that failed to seal the drum from the surrounding cabinet and thereby promoted the accumulation of lint behind the drum and in the heater pan where it could be ignited by the gas or electric heat source of the clothes dryer;
- (n) Negligently and carelessly designed, manufactured and sold the subject dryer with combustible plastic components which Electrolux knew, or should have known, could ignite and permit the fire to escape the dryer cabinet;
- (o) Negligently and carelessly designed, manufactured and sold the subject dryer with a defective ball hitch and/or bearing, which Electrolux knew, or should have known would fail when subjected to lint accumulation during normal and foreseeable use
- (p) Negligently and carelessly designed, manufactured and sold the subject dryer in a defective nature because the lubricant used at or near the ball hitch or ball bearing – which holds the dryer’s drum in place – contained an improper lubricant that was or could be effected by lint accumulation and fail;
- (q) Negligently and carelessly designed, manufactured and sold the subject dryer with improper component parts, including, but not limited to materials or lubricant near or at the dryer’s ball hitch and/or bearing located behind the drum;
- (r) Negligently and carelessly designed, manufactured and sold the subject dryer improper component materials, including but not limited to the bearing that holds the dryer’s drum in place, which can fail when subjected to lint accumulation;
- (s) Negligently and carelessly failed to advise the user of the necessity to remove the dryer drum of the subject dryers and remove all lint from behind the dryer drum;

- (t) Negligently and carelessly failed to issue a service bulletin on the subject dryer on the necessity to remove the dryer drum of the clothes dryer and remove all lint from behind the dryer drum;
- (u) Negligently and carelessly failed to provide a machine that was not an unreasonably dangerous product to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- (v) Negligently and carelessly designed, manufactured, and sold the product, and/or its appurtenances and component parts, such that the Dryer was unreasonably dangerous;
- (w) Negligently and carelessly failed to design and manufacture a product that was not unreasonably dangerous;
- (x) Negligently and carelessly failed to provide safe and proper warning to consumers or users of the dangerous condition of said machine;
- (y) Negligently and carelessly failed to properly and safely install the machine at the home of the consumer; or
- (z) Negligently and carelessly failed to install the machine with safe and proper venting;

10. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was sold to the consumer by Defendant, SEARS, ROEBUCK AND CO.

11. That prior to January 7, 2020, the aforesaid Electrolux ball-hitch designed clothes dryer was installed by the agents, apparent agents, employees, and/or representatives of Defendant, SEARS, ROEBUCK AND CO., at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

13. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

14. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

15. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendant, SEARS, ROEBUCK AND CO., in a dollar amount to satisfy the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.

**COUNT XIII**  
**ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC,**  
**Individually and d/b/a SEARS, and DEFENDANT, SEARS, ROEBUCK AND CO.**  
**JOINT VENTURE**

1. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., were engaged in a joint venture for the purpose of manufacturing, designing, developing and selling a line of Electrolux ball-hitch designed clothes dryers that was to be sold exclusively at Sears under the Sears' brand name, Kenmore.

2. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., associated to carry out a single, specific enterprise for profit.

3. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., associated to design, manufacture, and sell the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers for profit with the intent to engage in a joint venture.

4. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., shared a community of interest, and contributed property, finances, effort, skill, and/or knowledge to the joint venture.

5. That on and prior to January 7, 2020, the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., shared propriety interest in the joint venture, shared the right to govern the policy in connection therewith through shared control and management over the design,

manufacture, and sale of the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers, and shared in profits and losses.

6. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., jointly drafted, provided, reviewed, and/or approved, the manuals, instructions, and warnings on the machine, and were to jointly ensure that the manuals, instructions, and warnings were compliant with regulatory standards and were safe and proper.

7. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., jointly designed, manufactured, tested, planned, inspected, approved, assembled, installed, prepared, maintained, advertised, distributed, supplied, and/or sold the Sears' Kenmore line Electrolux ball-hitch designed clothes dryers.

8. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., are partners, and therefore, the knowledge possessed by one Defendant is imputed onto the other Defendant, including, but not limited to, knowledge of the personnel and processes related to the design, manufacturing, and knowledge of hazards of ball-hitch designed clothes dryers; knowledge that existing designs do not alleviate those hazards; knowledge that warnings in product literature are inadequate; and knowledge that reasonable alternative feasible design exists.

9. That the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., are vicariously liable for each other's negligent acts and omissions as set forth in Counts I through XII above, incorporated and realleged as if fully set forth herein.

10. That on January 7, 2020, the aforesaid product and/or its appurtenances and component parts was in use for its intended purpose of clothes drying at a residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

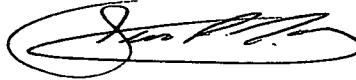
11. That on January 7, 2020, the Plaintiff, DIANA M. ARNEY, was living in the residential home located at or near 325 W. Joe Orr Road, in the City of Chicago Heights, County of Cook, and State of Illinois.

12. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, while DIANA M. ARNEY was inside the home, the subject dryer ignited and started a fire in the residence, causing DIANA M. ARNEY to suffer severe and permanent injuries.

13. That as a direct and proximate result of one or more of the aforesaid unreasonably dangerous conditions of said product and/or its appurtenances and component parts, the Plaintiff, DIANA M. ARNEY, then and there sustained severe and permanent injuries, both externally and internally, and was, and will be, hindered and prevented from attending to her usual duties and affairs, and has lost, and will in the future lose, the value of that time as aforementioned. Plaintiff also suffered great pain and anguish, both in mind and body, and will in the future continue to suffer. Plaintiff further expended and became liable for, and will expend and become liable for, large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, the Plaintiff, DIANA M. ARNEY, demands judgment against the Defendants, ELECTROLUX HOME PRODUCTS, INC., TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, and SEARS, ROEBUCK AND CO., in a dollar amount to satisfy

the jurisdictional limitation of this Court and such additional amounts as the jury and the Court shall deem proper, and additionally costs of said suit.



---

Attorneys for Plaintiff

Sean P. Murray  
Julie L. Pustilnik  
**TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC**  
225 W. Wacker, Suite 1650  
Chicago, IL 60606  
312-586-1700  
smurray@tpmblegal.com  
jpustilnik@tpmblegal.com

Attorney ID# 61090<sup>11200017</sup>

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,

Plaintiff,

v.

ELECTROLUX HOME PRODUCTS, INC.,  
TRANSFORM SR BRANDS LLC, Individually  
and d/b/a SEARS, and SEARS, ROEBUCK  
AND CO.

Defendants.

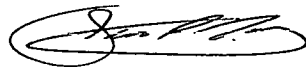
Case No.: 2020L012403

**ATTORNEY AFFIDAVIT**

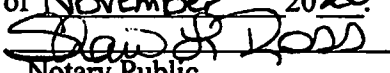
I, Sean P. Murray, being first duly sworn on oath, deposes and states that if I were called upon to testify, I would do so as follows:

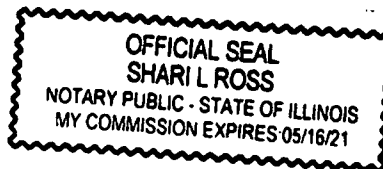
1. That I am an attorney at law licensed to practice in the State of Illinois.
2. That I am an attorney with the law firm of TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC, attorneys of record for the Plaintiff, DIANA M. ARNEY.
3. That based upon the information available to me at the present time, the total amount of money damages sought in this matter exceeds \$50,000.00.
4. That this Affidavit is submitted in compliance with Supreme Court Rule 222(b).

FURTHER, Affiant, sayeth not.



Sean P. Murray

SUBSCRIBED AND SWORN TO  
before me this 19<sup>th</sup> day  
of November 2020.  
  
Notary Public



**EXHIBIT E**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,	)	
	)	
Plaintiff,	)	Case No.: 2020 L 012403
v.	)	Calendar A
	)	
ELECTROLUX HOME PRODUCTS, INC.,	)	
and TRANSFORM SR BRANDS LLC,	)	
Individually and d/b/a SEARS,	)	
	)	
Defendants.	)	

**ORDER**

THIS CAUSE coming to be heard on Plaintiff's Motion for Continuance of Defendant's Motion to Dismiss and Permit Discovery, due notice given and the Court having been fully advised,

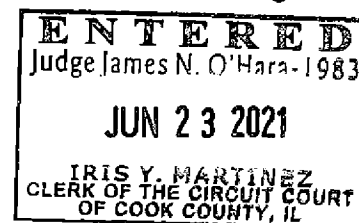
IT IS HEREBY ORDERED:

- 1) Plaintiff's Motion for Continuance of Defendant's Motion to Dismiss and Permit Discovery is Granted;
- 2) Defendant TRANSFORM SR BRANDS LLC's Motion to Dismiss is entered and continued; 4294  
4863  
418
- 3) Plaintiff is granted leave to conduct written discovery, request documents, and take depositions, if necessary, to respond to Defendant TRANSFORM SR BRANDS LLC's Motion to Dismiss.

**TAXMAN, POLLOCK, MURRAY  
& BEKKERMAN, LLC**  
225 West Wacker, Suite 1650  
Chicago, Illinois 60606  
Tel: (312)586-1700  
Attorney ID# 61090

*[Handwritten Signature]*  
Date \_\_\_\_\_

ENTERED: \_\_\_\_\_  
Judge Judge's No.



**EXHIBIT F**

## Lucas Sun

---

**From:** Lucas Sun  
**Sent:** Wednesday, June 23, 2021 12:16 PM  
**To:** LAW CALAcc (OCJ); Christine Kinnerk  
**Cc:** Sean Murray; Julie Pustilnik; James Balog; Courtenay.jalics@tuckerellis.com; Jay.shultz@tuckerellis.com; Emani Evans  
**Subject:** Re: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plain. Mt. for Cont. Def. Mt. and Permit Discovery

Thank you Judge - I understand that part about the motion to dismiss.

My issue arises from the fact that the discovery that Plaintiff is seeking concerning the successor liability theory of recovery - **cannot possibly be at-issue** based on the relevant portion of the bankruptcy order.

The Federal Bankruptcy Court explicitly found that there can be no successor liability, so how can discovery be allowed on an issue that is already legally resolved? This is a collateral estoppel issue at this point. These are not my representations on behalf of my client - I am citing a legally binding Federal Bankruptcy Order for these final findings.

Lucas Sun  
ASSOCIATE ATTORNEY

One E Wacker Dr. | Suite 3400 | Chicago | IL | 60601  
DIRECT 312.422.6154 | CELL 630.234.4645



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Philadelphia • Richmond • San Francisco • Washington D.C. • Wilmington, DE

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**From:** LAW CALAcc (OCJ) <Law.Calacc@cookcountyil.gov>  
**Sent:** Wednesday, June 23, 2021 12:03 PM  
**To:** Lucas Sun <LSun@ohaganmeyer.com>; Christine Kinnerk <ckinnerk@tpmblegal.com>  
**Cc:** Sean Murray <smurray@tpmblegal.com>; Julie Pustilnik <jpustilnik@tpmblegal.com>; James Balog <JBalog@ohaganmeyer.com>; Courtenay.jalics@tuckerellis.com <Courtenay.jalics@tuckerellis.com>; Jay.shultz@tuckerellis.com <Jay.shultz@tuckerellis.com>; Emani Evans <EEvans@ohaganmeyer.com>  
**Subject:** [EXTERNAL] RE: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plain. Mt. for Cont. Def. Mt. and Permit Discovery

Counsel:

Your motion has not been denied. The purpose of allowing discovery on your motion is for the parties to exchange information. No ruling has been made on your motion because the plaintiff (and the Court) needs discovery before making a final determination as to whether to agree or disagree with your representations.

**From:** Lucas Sun [mailto:LSun@ohaganmeyer.com]

**Sent:** Wednesday, June 23, 2021 11:50 AM

**To:** LAW CALAcc (OCJ); Christine Kinnerk

**Cc:** Sean Murray; Julie Pustilnik; James Balog; Courtenay.jalics@tuckerellis.com; Jay.shultz@tuckerellis.com; Emani Evans

**Subject:** Re: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plain. Mt. for Cont. Def. Mt. and Permit Discovery

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Dear Judge O'Hara.

I just wanted to clarify an issue that I raised in my Motion to Dismiss about the successor liability theory that Plaintiff is seeking discovery on.

We have a Federal Bankruptcy order that specifically finds that there is "No successor or other derivative liability." Is my understanding correct that we are to disregard the legal findings of the Federal Bankruptcy Court? (relevant portion attached).

M. No Successor or Other Derivative Liability. The sale and transfer of the Acquired Assets of the Debtors to the Buyer, including the assumption by the Debtors and assignment, transfer and/or sale to the Buyer of the Assigned Agreements, will not subject the Buyer or ESL to any liability (including any successor liability) under any laws, including any bulk-transfer laws, or any theory of successor or transferee liability, antitrust, environmental, product line, *de facto* merger or substantial continuity or similar theories, with respect to the operation of the Debtors' business prior to the Closing, and for each Assigned Agreement, the applicable Assumption Effective Date, except that, upon the Closing or such other date as specified in the Asset Purchase Agreement, the Buyer shall become liable for the applicable Assumed Liabilities. The Buyer: (i) is not, and shall not be considered or deemed a mere continuation of,

---

<sup>4</sup> The "Final Junior DIP Order" shall mean the *Final Junior DIP Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing and (B) Grant Secured Priming Liens and Superpriority Administrative Expense Claims; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* (Docket No. 1436).

<sup>5</sup> The "Junior DIP Secured Obligations" shall have the meaning ascribed to it in the Final Junior DIP Order.

<sup>6</sup> As such term is defined in the *Declaration of Robert A. Riecker Pursuant to Rule 1007-2 of Local Bankruptcy Rules for Southern District of New York* (Docket No. 3).

or successor to, the Debtors in any respect; (ii) has not, *de facto* or otherwise, merged with or into the Debtors; and (iii) is not a continuation or substantial continuation, and is not holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors and there is no continuity of enterprise between the Debtors and the Buyer. Accordingly, the Buyer is not and shall not be deemed a successor to the Debtors or their respective estates as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement, and except with respect to any Assumed Liabilities or as otherwise set forth in the Asset Purchase Agreement, Buyer's acquisition of the Acquired Assets from the Debtors shall be free and clear of any "successor liability" claims of any nature whatsoever. Buyer would not purchase the Acquired Assets but for the protections against any claims based upon

One E Wacker Dr. | Suite 3400 | Chicago | IL | 60601  
DIRECT 312.422.6154 | CELL 630.234.4645



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Philadelphia • Richmond • San Francisco • Washington D.C. • Wilmington, DE

---

**From:** LAW CALAcc (OCJ) <Law.Calacc@cookcountyil.gov>  
**Sent:** Wednesday, June 23, 2021 11:37 AM  
**To:** Lucas Sun <LSun@ohaganmeyer.com>; Christine Kinnerk <ckinnerk@tpmblegal.com>  
**Cc:** Sean Murray <smurray@tpmblegal.com>; Julie Pustilnik <jpustilnik@tpmblegal.com>; James Balog <JBalog@ohaganmeyer.com>; Courtenay.jalics@tuckerellis.com <Courtenay.jalics@tuckerellis.com>; Jay.shultz@tuckerellis.com <Jay.shultz@tuckerellis.com>; Emani Evans <EEvans@ohaganmeyer.com>  
**Subject:** [EXTERNAL] RE: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plain. Mt. for Cont. Def. Mt. and Permit Discovery

Apologies for the confusion. The Court has considered the objections raised. Over the defense's objection, the order previously entered stands and the motion is held in abeyance pending discovery. 14 days to issue discovery.

---

**From:** Lucas Sun [mailto:LSun@ohaganmeyer.com]  
**Sent:** Wednesday, June 23, 2021 11:24 AM  
**To:** LAW CALAcc (OCJ); Christine Kinnerk  
**Cc:** Sean Murray; Julie Pustilnik; James Balog; Courtenay.jalics@tuckerellis.com; Jay.shultz@tuckerellis.com; Emani Evans  
**Subject:** Re: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plain. Mt. for Cont. Def. Mt. and Permit Discovery

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Judge O'Hara

I just sent a Response to this Motion. My understanding was that the motion was "presented" at 10 a.m. and we would have an opportunity to voice any objections/request a Response afterwards/prior to entry of the Order?

Lucas Sun  
ASSOCIATE ATTORNEY

One E Wacker Dr. | Suite 3400 | Chicago | IL | 60601  
DIRECT 312.422.6154 | CELL 630.234.4645



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Philadelphia • Richmond • San Francisco • Washington D.C. • Wilmington, DE

---

**From:** LAW CALAcc (OCJ) <Law.Calacc@cookcountyil.gov>  
**Sent:** Wednesday, June 23, 2021 11:19 AM  
**To:** Christine Kinnerk <ckinnerk@tpmblegal.com>  
**Cc:** Sean Murray <smurray@tpmblegal.com>; Julie Pustilnik <jpustilnik@tpmblegal.com>; James Balog <JBalog@ohaganmeyer.com>; Lucas Sun <LSun@ohaganmeyer.com>; eevans@ohaganmeyer.com <eevans@ohaganmeyer.com>; Courtenay.jalics@tuckerellis.com <Courtenay.jalics@tuckerellis.com>; Jay.shultz@tuckerellis.com <Jay.shultz@tuckerellis.com>  
**Subject:** [EXTERNAL] Re: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plain. Mt. for Cont. Def. Mt. and Permit Discovery

ORDER ATTACHED

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**From:** Christine Kinnerk <ckinnerk@tpmblegal.com>  
**Sent:** Wednesday, June 23, 2021 10:00 AM  
**To:** LAW CALAcc (OCJ) <Law.Calacc@cookcountyil.gov>  
**Cc:** Sean Murray <smurray@tpmblegal.com>; Julie Pustilnik <jpustilnik@tpmblegal.com>; jbalog@ohaganmeyer.com <jbalog@ohaganmeyer.com>; LSun@ohaganmeyer.com <LSun@ohaganmeyer.com>; eevans@ohaganmeyer.com <eevans@ohaganmeyer.com>; Courtenay.jalics@tuckerellis.com <Courtenay.jalics@tuckerellis.com>; Jay.shultz@tuckerellis.com <Jay.shultz@tuckerellis.com>  
**Subject:** RE: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plain. Mt. for Cont. Def. Mt. and Permit Discovery

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Dear Judge O'Hara,

Attached please find Plaintiff's Motion for Continuance of Defendant's Motion and Permit Discovery which we respectfully request to be entered in the above matter. All parties have received proper notice and are cc'd on this email.

Thank you,

Christine Kinnerk  
Assistant to Sean P. Murray  
**Taxman, Pollock, Murray & Bekkerman, LLC**  
225 West Wacker Drive  
Suite 1650  
Chicago, IL 60606  
Main: (312) 586-1700  
Direct: (312) 586-1719  
Fax: (312) 586-1701

**From:** Christine Kinnerk  
**Sent:** Friday, April 30, 2021 8:55 AM

To: 'LAW.CALAcc@cookcountyil.gov' <LAW.CALAcc@cookcountyil.gov>

Cc: Sean Murray <smurray@tpmblegal.com>; Julie Pustilnik <jpustilnik@tpmblegal.com>;

'Courtenay.jalics@tuckerellis.com' <Courtenay.jalics@tuckerellis.com>; 'Jay.shultz@tuckerellis.com'

<Jay.shultz@tuckerellis.com>; 'jbalog@ohaganmeyer.com' <jbalog@ohaganmeyer.com>; 'LSun@ohaganmeyer.com'

<LSun@ohaganmeyer.com>; 'eevans@ohagenmeyer.com' <eevans@ohagenmeyer.com>

**Subject:** RE: Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A- Plaintiff's Rt. Mt. for Entry of HIPAA Qualified Protective Order

Dear Judge O'Hara,

Attached please find Plaintiff's Routine Motion for Entry of HIPAA Qualified Protective Order which we respectfully request to be entered in the above matter. All parties have received proper notice and are cc'd on this email.

Thank you,

Christine Kinnerk

Assistant to Sean P. Murray

**Taxman, Pollock, Murray & Bekkerman, LLC**

225 West Wacker Drive

Suite 1650

Chicago, IL 60606

Main: (312) 586-1700

Direct: (312) 586-1719

Fax: (312) 586-1701

---

**From:** Christine Kinnerk

**Sent:** Tuesday, January 5, 2021 9:25 AM

**To:** [LAW.CALAcc@cookcountyil.gov](mailto:LAW.CALAcc@cookcountyil.gov)

**Cc:** Sean Murray <[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)>; Julie Pustilnik <[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)>

**Subject:** Arney vs. Electrolux Home Products, Inc. et al; 2020 L 012403; CAL A; Plain. Mt. to Vol Dismiss Defendant

Dear Judge O'Hara,

Attached please find Plaintiff's Routine Motion to Voluntary Dismiss Defendant Sears, Roebuck & Company and Order which we respectfully request to be entered in the above matter. No appearances have been filed to date. Please let me know if you need anything further.

**\*\*PLEASE NOTE OUR FIRM'S NEW SUITE NUMBER\***

Thank you,

Christine Kinnerk

Assistant to Sean P. Murray

**Taxman, Pollock, Murray & Bekkerman, LLC**

225 West Wacker Drive  
Suite 1650  
Chicago, IL 60606  
Main: (312) 586-1700  
Direct: (312) 586-1719  
Fax: (312) 586-1701

**EXHIBIT G**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,	)	
	)	
Plaintiff,	)	Case No.: 2020 L 012403
	)	
v.	)	CAL A
	)	
ELECTROLUX HOME PRODUCTS, INC., and	)	
TRANSFORM SR BRANDS LLC, Individually	)	
and d/b/a SEARS,	)	
	)	
Defendants.	)	

**INTERROGATORIES RELATED TO DEFENDANT'S MOTION TO DISMISS**  
**DIRECTED TO DEFENDANT, TRANSFORM SR BRANDS LLC,**  
**Individually and d/b/a SEARS**

TO: James P. Balog, Esq  
Lucas Sun  
O'HAGEN MEYER, LLC  
One East Wacker Drive, Suite 3400  
Chicago, Illinois 60601  
[jbalog@ohagenmeyer.com](mailto:jbalog@ohagenmeyer.com)  
[lsun@ohagenmeyer.com](mailto:lsun@ohagenmeyer.com)  
[Attorneys for Transform SR Brands LLC]

CC: Courtenay Youngblood Jalics  
James R. Shultz  
TUCKER ELLIS LLP  
233 South Wacker Drive, Suite 6950  
Chicago, Illinois 60606  
[Courtenay.jalics@tuckerellis.com](mailto:Courtenay.jalics@tuckerellis.com)  
[Jay.shultz@tuckerellis.com](mailto:Jay.shultz@tuckerellis.com)  
[Attorneys for Electrolux Home Products, Inc.]

Sean P. Murray  
Julie L. Pustilnik  
**TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC**  
225 W. Wacker, Suite 1650  
Chicago, IL 60606  
312-586-1700  
[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)  
[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)

NOW COMES the Plaintiff, DIANA M. ARNEY, by her attorneys, TAXMAN, POLLOCK, MURRAY & BEKKERMAN LLC, and pursuant to Supreme Court Rule 213, requests the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, to answer, under oath, the following Interrogatories related to Defendant's Motion to Dismiss within twenty-eight (28) days:

1. Please state the full name, business address, and job title of the person answering these interrogatories, and, if different, state the full name, business address, and job title of the person signing these Interrogatory Answers.

**ANSWER:**

2. Please identify each and every member, officer, director, and owner of Transform SR Brands LLC from 2019 to the present, and for each individual identified, state their title.

**ANSWER:**

3. Please identify each and every member, officer, director, and owner of Transform Holdco LLC from 2018 to the present, and for each individual identified, state their title.

**ANSWER:**

4. Please identify each and every member, officer, director, and owner of Sears, Roebuck and Co. in 2017 and 2018, and for each individual identified, state their title.

**ANSWER:**

5. Please identify each and every shareholder and/or stockholder of Transform SR Brands LLC from 2019 to the present.

**ANSWER:**

6. Please identify each and every shareholder and/or stockholder of Transform Holdco LLC from 2018 to the present.

**ANSWER:**

7. Please identify each and every shareholder and/or stockholder of Sears, Roebuck and Co. in 2017 and 2018.

**ANSWER:**

8. Please define the business operations of Transform SR Brands LLC.

**ANSWER:**

9. Please define the business operations of Sears, Roebuck and Co.

**ANSWER:**

10. Please identify each and every Transform SR Brands LLC location.

**ANSWER:**

11. Please identify each and every Sears, Roebuck and Co. location in 2017 and 2018.

**ANSWER:**

12. Please identify the name, address, and title of each and every of Sears, Roebuck and Co. employee that remained employed by Transform Holdco LLC or Transform SR Brands LLC following the bankruptcy filing.

**ANSWER:**

13. Please identify the address and manager of each and every Sears, Roebuck and Co. store that remained open following the bankruptcy filing.

**ANSWER:**

14. Please identify the address and manager of each and every Sears, Roebuck and Co. store that is now owned, operated, or managed by Transform Holdco LLC or Transform SR Brands LLC.

**ANSWER:**

15. Please identify the type of business in which Transform SR Brands LLC conducts.

**ANSWER:**

16. Please identify the type of business in which Transform Holdco LLC conducts.

**ANSWER:**

17. Please identify the type of business in which Sears, Roebuck and Co. conducted.

**ANSWER:**

18. Please identify each and every Transform SR Brands LLC supplier.

**ANSWER:**

19. Please identify each and every Sears, Roebuck and Co. supplier.

**ANSWER:**

20. Please identify each and every manager Transform SR Brands LLC from 2019 to the present.

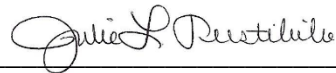
**ANSWER:**

21. Please identify each and every manager of Transform Holdco LLC from 2018 to the present.

**ANSWER:**

22. Please identify each and every manager of Sears, Roebuck and Co. in 2017 and 2018.

**ANSWER:**



---

Attorneys for Plaintiff

Sean P. Murray  
Julie L. Pustilnik  
**TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC**  
225 W. Wacker, Suite 1650  
Chicago, IL 60606  
312-586-1700  
[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)  
[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)

**EXHIBIT H**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DIANA M. ARNEY,	)	
	)	
Plaintiff,	)	Case No.: 2020 L 012403
	)	
v.	)	CAL A
	)	
ELECTROLUX HOME PRODUCTS, INC., and )		
TRANSFORM SR BRANDS LLC, Individually )		
and d/b/a SEARS,	)	
	)	
Defendants.	)	

**REQUEST FOR PRODUCTION RELATED TO DEFENDANT'S MOTION TO DISMISS**  
**DIRECTED TO DEFENDANT, TRANSFORM SR BRANDS LLC,**  
**Individually and d/b/a SEARS**

TO: James P. Balog, Esq  
Lucas Sun  
O'HAGEN MEYER, LLC  
One East Wacker Drive, Suite 3400  
Chicago, Illinois 60601  
[jbalog@ohagenmeyer.com](mailto:jbalog@ohagenmeyer.com)  
[lsun@ohagenmeyer.com](mailto:lsun@ohagenmeyer.com)  
[Attorneys for Transform SR Brands LLC]

CC: Courtenay Youngblood Jalics  
James R. Shultz  
TUCKER ELLIS LLP  
233 South Wacker Drive, Suite 6950  
Chicago, Illinois 60606  
[Courtenay.jalics@tuckerellis.com](mailto:Courtenay.jalics@tuckerellis.com)  
[Jay.shultz@tuckerellis.com](mailto:Jay.shultz@tuckerellis.com)  
[Attorneys for Electrolux Home Products, Inc.]

Sean P. Murray  
Julie L. Pustilnik  
**TAXMAN, POLLOCK, MURRAY & BEKKERMAN, LLC**  
225 W. Wacker, Suite 1650  
Chicago, IL 60606  
312-586-1700  
[smurray@tpmblegal.com](mailto:smurray@tpmblegal.com)  
[jpustilnik@tpmblegal.com](mailto:jpustilnik@tpmblegal.com)

NOW COMES the Plaintiff, DIANA M. ARNEY, by her attorneys, TAXMAN, POLLOCK, MURRAY & BEKKERMAN LLC, and propounds the following Request to Produce related to Defendant's Motion to Dismiss to be answered under oath by the Defendant, TRANSFORM SR BRANDS LLC, Individually and d/b/a SEARS, within 28 days:

1. Any and all organizational charts of Transform SR Brands LLC from 2019 to the present.

**RESPONSE:**

2. Any and all organizational charts of Transform Holdco LLC from 2018 to the present.

**RESPONSE:**

3. Any and all organizational charts of Sears, Roebuck and Co. from 2017 and 2018.

**RESPONSE:**

4. Any and all Articles of Incorporation of Transform SR Brands LLC from 2019 to the present.

**RESPONSE:**

5. Any and all Articles of Incorporation of Transform Holdco LLC from 2018 to the present.

**RESPONSE:**

6. Any and all Articles of Incorporation of Sears, Roebuck and Co. from 2017 and 2018.

**RESPONSE:**

7. Any and all origination documents of Transform SR Brands LLC from 2019 to the present.

**RESPONSE:**

8. Any and all origination documents of Transform Holdco LLC from 2018 to the present.

**RESPONSE:**

9. Any and all origination documents of Sears, Roebuck and Co. from 2017 and 2018.

10. Any and all Annual Reports of Transform SR Brands LLC from 2019 to the present.

**RESPONSE:**

11. Any and all Annual Reports of Transform Holdco LLC from 2018 to the present.

**RESPONSE:**

12. Any and all Annual Reports of Sears, Roebuck and Co. in 2017 and 2018.

**RESPONSE:**

13. Any and all documents reflecting the corporate structure of Transform SR Brands LLC, including documents that identify any owners or subsidiaries from 2019 to the present.

**RESPONSE:**

14. Any and all documents reflecting the corporate structure of Transform Holdco LLC, including documents that identify any owners or subsidiaries from 2018 to the present.

**RESPONSE:**

15. Any and all documents reflecting the corporate structure of Sears, Roebuck and Co., including documents that identify any owners or subsidiaries from 2017 and 2018.

**RESPONSE:**

16. Any and all original and current Operating Agreements or other governing documents for Transform SR Brands LLC.

**RESPONSE:**

17. Any and all original and current Operating Agreements or other governing documents for Transform Holdco LLC.

**RESPONSE:**

18. Any and all Operating Agreements or other governing documents for Sears, Roebuck and Co.

**RESPONSE:**

19. Any and all asset purchase agreements between Transform SR Brands LLC, Transform Holdco LLC, and Sears, Roebuck and Co.

**RESPONSE:**

20. Any and all stock purchase agreements between Transform SR Brands LLC, Transform Holdco LLC, and Sears, Roebuck and Co.

**RESPONSE:**

21. Any and all documents that demonstrate how Transform SR Brands LLC and/or Transform Holdco LLC became successor to Sears, Roebuck and Co.

**RESPONSE:**

22. Any and all written agreements between Transform SR Brands LLC, Transform Holdco LLC, and Sears, Roebuck and Co.

**RESPONSE:**

23. Any and all communications relating to Transform SR Brands LLC and/or Transform Holdco LLC becoming successor to Sears, Roebuck and Co.

**RESPONSE:**

You are hereby requested to seasonably supplement any response to the extent of documents, objects or tangible things which subsequently come to the producing party's possession or control or become known to that party.

It is further requested that you or your attorneys, in compliance with this Request to Produce, shall furnish an Affidavit stating whether the production is complete in accordance with this Request to Produce and provided in Illinois Supreme Court Rule 214.



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